Schedule 4

Proofs of Claim

United States Bankruptcy Court/Southern District of New York	
Lehman Brothers Holdings Claims Processing Center	LEHMAN SECURITIES PROGRAMS
c/o Epiq Bankruptcy Solutions, LLC	PROOF OF CLAIM
FDR Station, P.O. Box 5076	PROOF OF CLAIM
New York, NY 10150-5076	
In Re: Lehman Brothers Holdings Inc., et al., Chapter 11 Case No. 08-13555 (JMP)	FILL HODGE OF HEIGHT AND
Lehman Brothers Holdings Inc., et al., Debtors. Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al.
(Jointly Administered)	08-13555 (JMP) 0000042090
Note: This form may not be used to file claims other than those	011 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
based on Lehman Programs Securities as listed on	3
http://www.lehman-docket.com as of July 17, 2009	State Carte
Name and address of Creditor: (and name and address where notices should be	e sent if different from Check this box to indicate that this
Creditor) Legend Logistics Ltd.	claim amends a previously filed claim.
c/o Capitol International LLC and Thomas R. Slome,	Esq.
	English & Klein. PC Court Claim Number:
	oue (If known)
1.0 201. 3231	York 11530-9194 Filed on:
Telephone number:97150 4553832 email: capitol@emirates.n	net ae
Name and address where payment should be sent (if different from above)	
, '	Check this box if you are aware that
See Rider Section 5	anyone else has filed a proof of claim relating to your claim. Attach copy of
	statement giving particulars.
Telephone number: Email Address:	
1. Provide the total amount of your claim based on Lehman Programs Securities as of Sentember 15, 2008, whether you curred the Lehman	ies Vous claim amount must be at
and whether such claim matured or became fixed or liquidated before or after S dollars, using the exchange rate as applicable on September 15, 2008. If you are	eptember 15, 2008. The claim amount must be stated in United States
dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs 5	Enling this claim with respect to more than one Lehman Programs Security,
	us Interest; See Rider
(xtequires)	
Check this box if the amount of claim includes interest or other charges in	addition to the principal amount due on the Lehman Programs Securities.
2. Provide the International Securities Identification Number (ISIN) for each this claim with respect to more than one Lebman Programs Security.	Lehman Programs Security to which this claim relates. If you are filing
this claim with respect to more than one Lehman Programs Security, you may a which this claim relates.	stach a schedule with the ISINs for the Lehman Programs Securities to
International Securities Identification Number (ISIN): XS0351261630	(Required)
3 Provide the Clearstream Bank Blacking Number a Turnel and Day	
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic appropriate (each, a "Blocking Number") for each Lehman Programs Security from your accountfolder (i.e. the hank broker or other entity that hadde much	c Reference Number, or other depository blocking reference number, as
and administration of the state of th	ing Numbers for each Lehman Programs Security to which this claim
relates.	J William J William
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction	Defended Number and August
number:	a Reference Number and or other depository blocking reference
CA07696 Se	ee Rider and Certificate of Holding
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant	account number related to your Lehman Programs Securities for which
you are filing this claim. You must acquire the relevant Clearstream Bank, Euro	clear Bank or other depository participant account number from your
accountholder (i.e. the bank, broker or other entity that holds such securities on y numbers.	our benait). Beneficial holders should not provide their personal account
Accountholders Euroclear Bank, Clearstream Bank or Other Depositors Ba	sufficient Assessed BY
Accountholders Euroclear Bank, Clearstream Bank or Other Depository Pa BNP Paribas Account No. 15512 at Clearstream	rucipant Account Number:
_(Swift Code CEDELULLXXX) (Required)	The second section of the second seco
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By a consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank	filing this claim, you ke or other depository to
disclose your identity and holdings of Lehman Programs Securities to the Debtor	K or other depository to
reconciling claims and distributions.	
Date. Signature: The person filing this claim must sign it Sign and	OCT 1 9 2009
of the creditor or other person authorized te-file this claim and	print name and title, if any,
number if different from the notice address above. Attach copy	of power of attorney, if FDIO DAMADURES SOLUTION
any.	of power of attorney, if EPIQ BANKRUPTC\ SOLUTIONS, LLC
Penalty for presenting fraudulent claim Fine time \$500,000 as in-	

08-13555-mg Doc 52597-1 Filed 04/27/16 Entered 04/27/16 16:10:08 Attachment Pg 3 of 283

SOUTHERN DISTRICT OF N		
	X	
In re:		Chapter 11
LEHMAN BROTHERS HOI	DINGS INC., et al.,	Case No. 08-13555 (JMP)
	Debtors.	(Jointly Administered)
	·	

RIDER TO LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

1. <u>Basis for Claim</u>.

Legend Logistics Ltd. ("Claimant") is the beneficial holder of the securities listed on the attached Certificate of Holdings (the "Certificate"). The Certificate provides the amount, type and ISIN Code for the securities, as well as the account number of the institution through which Claimant holds these securities. A "Blocking Number" is also reflected on the Certificate.

Claimant makes claim against Lehman Brothers Holdings Inc. (the "Debtor") for the principal amount of these securities, which is \$500,000), plus any and all applicable interest or other earnings or charges to which Claimant is entitled as a result of the ownership of these securities, including without limitation interest accruing on the securities before and after the September 15, 2008 date on which the Debtor filed its bankruptcy petition. Interest accrued and unpaid to that date is \$9,270.80.

2. Reservation of Rights.

Claimant reserves the right to amend or supplement this Proof of Claim to reflect any additional claims against the Debtor, to specify additional interest, costs, expenses or other charges or claims incurred by the Claimant and to file additional claims that may be based on the same or additional documents.

3. No Waiver.

This Proof of Claim is filed to protect the Claimant from forfeiture of the Claim. The filing of this Proof of Claim is not: (a) a waiver or release of the Claimant's rights against any person, entity or property; (b) a consent by the Claimant to the jurisdiction of the Bankruptcy Court with respect to the subject matter of the Claim or any objection or other proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to move to withdraw the reference or otherwise to challenge the jurisdiction of this reference or otherwise challenge the jurisdiction of the Bankruptcy Court; (d) an election of remedy; (e) a waiver of any rights or claims the Claimant has against the Debtor or any person or entity with respect to any pending or future litigation or to any matters related to such litigation; or (f) a waiver of past, present or future defaults or events of default.

4. Notices.

All notices to the Claimant should be sent to:

MEYER, SUOZZI, ENGLISH & KLEIN, P.C. Attn: Thomas R. Slome, Esq. 990 Stewart Avenue, Suite 300 P.O. Box 9194 Garden City, New York 11530-9194

Email: tslome@msek.com

Phone: 516-592-5772

Legend Logistics Ltd. c/o Capitol International LLC Shop No. 2, G/Fl Emirates Centre (San Fashion Bldg) P.O. Box 41710 Karama, Dubai, U.A.E. Attn: Mr. R. Sakhrani

Email: capitol@emirates.net.ae

Phone: 97150 4553832

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5. Payment.

Payment on the claim should be made payable to Legend Logistics Ltd. and be sent to:

Legend Logistics Ltd. c/o BNP Paribas (Suisse) S.A. Selnaustrasse 16 CH -8022 Zurich Switzerland

Capitol International LLC P.O. Box 41710 Dubai United Arab Emirates

Geneva, 01.09.2009

Certificate of holding

We are pleased to confirm that you, as client of our Bank, held, as per Mr/Ms....., the following position:

<u>USD 500'000 - 7,5% LEHMAN BROTH TRSY 3/M LIB. 08-2018</u>

(ISIN code: XS0351261630)

Those securities are registered on our account n° 15512 named BNP Paribas/clients assets opened at Clearstream, 42 Avenue J.F. Kennedy, 1855 Luxembourg (CEDELULLXXX).

The Blocking Number is CA07696

This information is delivered upon your request and in the context of the filing of Proof in the Lehman Brothers Holding Incorporated's bankruptcy proceeding. It is given to you without any liability and should not be interpreted as an undertaking on our part.

Yours faithfully,

BNP PARIBAS (SUISSE) SA

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MEYER, SUOZZI, ENGLISH & KLEIN, P.C.

ONE COMMERCE PLAZA SUITE 1705 ALBANY, NEW YORK 12260 518-465-5551 FACSIMILE: 518-465-2033

1300 CONNECTICUT AVENUE, N.W. SUITE 600
WASHINGTON, DC 20036
202-955-6340
FACSIMILE: 202-223-0358

Counselors at Law
990 Stewart Avenue, Suite 300
P.O. Box 9194
Garden City, New York 11530-9194

516-741-6565
FACSIMILE: 516-741-6706
E-MAIL: meyersuozzi@msek.com
WEBSITE: http://www.msek.com

1350 BROADWAY, SUITE 501 P.O. BOX 822 NEW YORK, NEW YORK 10018-0026 212-239-4999 FACSIMILE: 212-239-1311

425 BROADHOLLOW ROAD, SUITE 405 P.O. BOX 9064 MELVILLE, NEW YORK 11747-9064 631-249-6565 FACSIMILE: 631-777-6906

THOMAS R. SLOME

October 16, 2009

VIA FEDEX

Epiq Bankruptcy Solutions, LLC Attn: Lehman Brothers Holdings Claims Processing 757 Third Avenue, 3rd Floor New York, NY 10017

> Re: In re Lehman Brothers Holdings Inc. Chapter 11 Case No. 08-13555 (JMP)

Dear Sir/Madam:

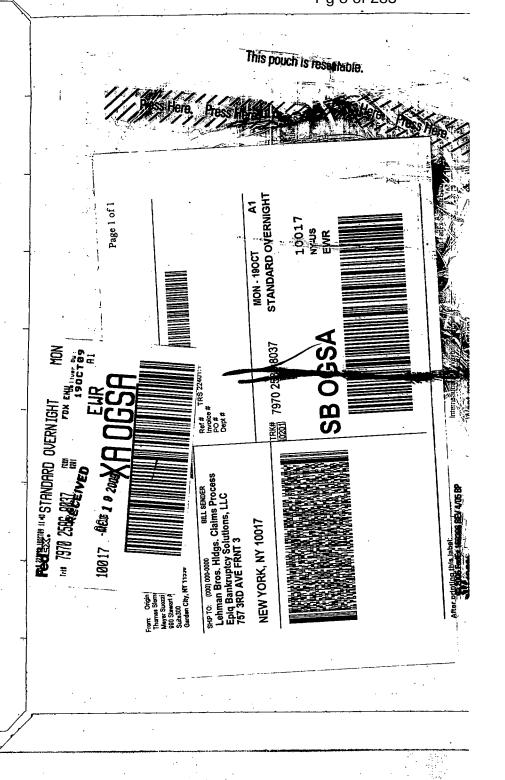
Enclosed is an original and one copy of a Lehman Securities Programs Proof of Claim, which we are submitting on behalf of our client, Legend Logistics Ltd.

Please file the original (together with its rider and other attachment) and return the copy, file stamped to show receipt, in the enclosed self-addressed post-paid envelope.

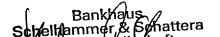
Very truly yours,

Thomas R. Slome

TRS/lg encl.



	nkruptcy Court/Southern Holdings Claims Proces	-		CURITIES PROGRAMS
c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 PROOF OF CLAII		OF OF CLAIM		
New York, NY 10 In Re:)150-5076	Chapter 11	Filed: UCBC Coutho	rn District of New York
	Holdings Inc., et al.,	Case No. 08-13555 (JMP)	Lehman Brothers H	
Debtors.		(Jointly Administered)	08-13555	
based on Lehir	m may not be used t nan Programs Secur nman-docket.com as	to file claims other than those ities as listed on s of July 17, 2009		
Creditor)		and address where notices should be		Check this box to indicate that this claim amends a previously filed claim.
Creditor		rest Financial Ser na, Kaerntnerstra		Court Claim Number:(If known)
Telephone numbe	1010 Vi er: E	s Schelhammer & Sc enna, Goldschmied mail Address:		Filed on:
		be sent (if different from above)		Check this box if you are aware that
Goldschm	iedgasse 3,	r & Schattera AG 1010 Vienna, Aus		anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone numbe	±43153434 _Е	mail Addressbank.office	<u> Oschelhammer.at</u>	
Programs Securiti and whether such dollars, using the you may attach a Amount of Clain	1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$			
2. Provide the I	International Securities I spect to more than one I	Identification Number (ISIN) for each	Lehman Programs Security to v	which this claim relates. If you are filing s for the Lehman Programs Securities to
International Sec	curities <u>Identification</u> [Number (ISIN): XS0231181	222 (Required)	
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.				
Clearstream Bar	ik Blocking Number, r	Euroclear Bank Electronic Instructi	ion Reference Number and or	other depository blocking reference
	stream) CA3	4598 (Requir	red)	
you are filing this accountholder (i.e numbers.	s claim. You must acqui e. the bank, broker or oth	ire the relevant Clearstream Bank, Eur her entity that holds such securities on	roclear Bank or other depository n your behalf). Beneficial holder	ur Lehman Programs Securities for which y participant account number from your ers should not provide their personal account
Accountholders -381		rstream Bank or Other Depository I		
		(Require		FOR COURT USE ONLY
consent to, and ar disclose your iden	re deemed to have author	ream Bank or Other Depository: By orized, Euroclear Bank, Clearstream Bank and Programs Securities to the Debt	Bank or other depository to	FILED / RECEIVED
Date. 2009,	of the creditor or other	on filing this claim must sign it. Sign a r person authorized to file this claim ar om the notice address above. Attach co	and state address and telephone	OCT 2 1 2009
Oct. 15	any.	in the notice address above. Attach ec	spy of power of attorney, if	EPIQ BANKRUPTCY SOLUTIONS, LLC



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

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· 08-13555-mg Doc 52597-1 Filed 04/27/16 Entered 04/27/16 16:10:08 Attachment Pg 11 of 283



Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076
New York, NY 10150-5076
United States of America
CERTIFIED MAIL / einschreiben

Vienna, 2009-10-15

Subject:

Proofs of Claim based on Lehman Programs Securities

Adjustment of our transmitted Proof of Claim Form dated 2009-09-28

Dear Sirs and Madams!

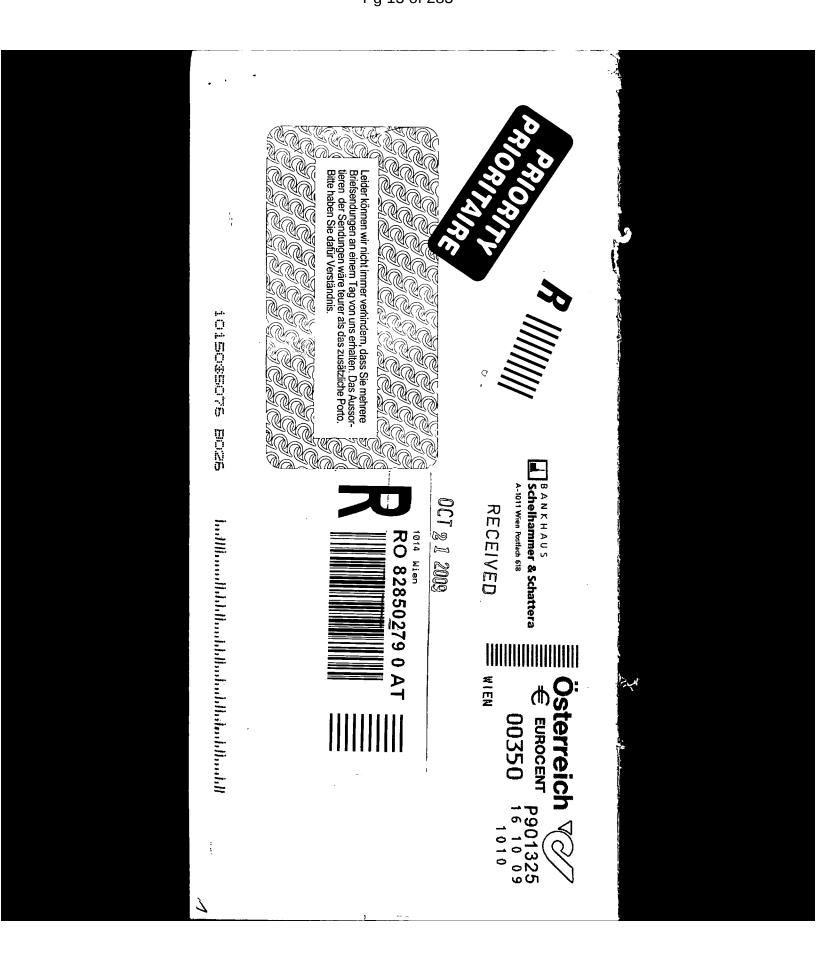
Referring to the subject mentioned above and our letter dated 2009-09-28 we kindly ask you to adjust our already transmitted Proof of Claim Form (dated see above) as we unfortunately have used a wrong blocking number. We hereby attach the "correct", duly completed form with the valid blocking number CA34598 in number 3.

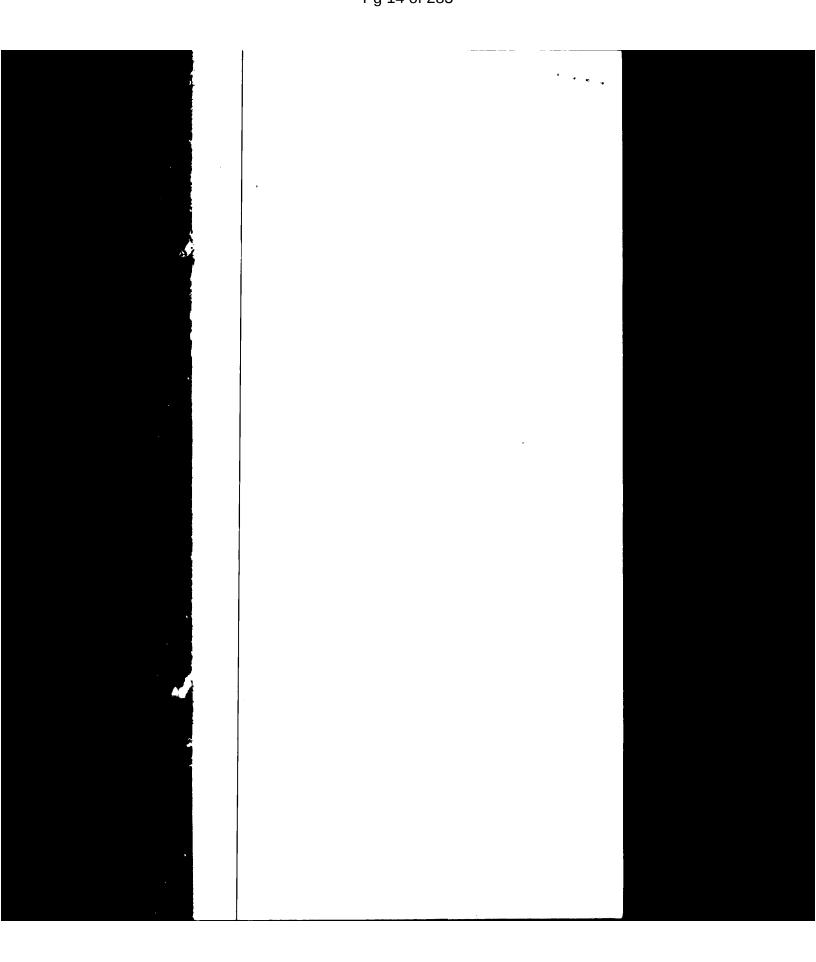
Except the mentioned blocking number, everything else stays the same.

We also ask you to affirm the reception of this letter including the form per e-mail bank.office@schelhammer.at for our records.

With kind regards,

One Attachment Proof of Claim Form





United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM			
In Re: Lehman Brothers Holdings Inc., et al., Debtors. Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044269			
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009	IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII			
Name and address of Creditor: (and name and address where notices should be Creditor) Mainosbuumi Oy	sent if different from Check this box to indicate that this claim amends a previously filed claim.			
C/o Front Capital Ltd Aleksanteninkatu 48A FI-00100 HELSINKI	Court Claim Number:(If known)			
FINLAND Telephone number: + 35896829800 Email Address: Pekka, rik	ala @front.xi Filed on:			
Name and address where payment should be sent (if different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.			
Telephone number: Email Address:				
 Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ 7 0 7 5 5 (Required) Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. 				
2. Provide the International Securities Identification Number (ISIN) for each this claim with respect to more than one Lehman Programs Security, you may which this claim relates. International Securities Identification Number (ISIN): FIGOOS.	ttach a schedule with the ISINs for the Lehman Programs Securities to			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electron appropriate (each, a "Blocking Number") for each Lehman Programs Security from your accountholder (i.e. the bank, broker or other entity that holds such se than one Lehman Programs Security, you may attach a schedule with the Block relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instructi number: 02091012259900000648 (Require	c Reference Number, or other depository blocking reference number, as for which you are filing a claim. You must acquire a Blocking Number curities on your behalf). If you are filing this claim with respect to more ing Numbers for each Lehman Programs Security to which this claim on Reference Number and or other depository blocking reference			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participar you are filing this claim. You must acquire the relevant Clearstream Bank, Eurocountholder (i.e. the bank, broker or other entity that holds such securities on numbers.	t account number related to your Lehman Programs Securities for which oclear Bank or other depository participant account number from your			
Accountholders Euroclear Bank, Clearstream Bank or Other Depository F	-			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Badisclose your identity and holdings of Lehman Programs Securities to the Debureconciling claims and distributions.	filing this claim, you FOR COURT USE ONLY nk or other depository to			
Date. Oct 16. Signature: The person filing this claim must sign it. Sign at of the creditor or other person authorized to file this claim are number if different from the notice address above. Attach coany. Pekka Rik	d state address and telephone py of power of attorney, if ala EPIO BANKRUPTCY SOLUTIONS, LLC			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or in	prisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

POWER OF ATTORNEY

The undersigned, Mainosbuumi Oy (1640265-3), hereby appoints Front Capital Ltd. (business identity code: 2045856-1) as our true and lawful attorney for the purposes of representing ourselves in our name and/or on our behalf in connection with or in relation to:

- (i) the insolvency proceedings of:
 - a) Lehman Brothers Holdings Inc. (the process initiated by the petition filed on September 15, 2008 in the United States Bankruptcy Court for the Southern District of New York seeking relief under chapter 11 of the United States Bankruptcy Code);
 - b) Lehman Brothers Treasury Co. B.V (the process initiated by the provisional suspension of payment (voorlopige surseance van betaling) granted by the Amsterdam District Court on September 19, 2008); and/or
 - c) such other group company of Lehman Brothers Holdings Inc. as Front Capital Ltd. deems appropriate for the purposes of supervising our interests;

(hereinafter referred to as the "Insolvency Proceedings") in each case, in our capacity of creditors under certain structured notes issued by Lehman Brothers Treasury Co. B.V and guaranteed by Lehman Brothers Holdings Inc. (notes with identification number(s) FI0008903000);

- (ii) any agreements, instruments and other documents in relation to the Insolvency Proceedings and any instruments and documents to be delivered by us under and in relation to the Insolvency Proceedings and sending documents and notices and providing the required information and taking any other actions under and in relation to the Insolvency Proceedings; and
- (iii) authorizing/appointing a third party attorney and/or attorney-at-law office in relation to the above and representing ourselves in our name and/or on our behalf towards such third party attorney and/or attorney-at-law office and agreeing of the fees and other costs in relation to such authorization/appointment in our name and/or on our behalf.

We hereby approve all that the said representative shall do or cause to be done by virtue of this Power of Attorney.

This Power of Attorney shall be governed by Finnish law.

Dated: YOUNGH 22.10.2008

NOTE HOLDER:

SAMI PITTPOUCH, MAINOSBOUMI OY

Print name of person signing

TRUE COPY:

To:

Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076

From:

Front Capital Ltd Aleksanterinkatu 48 A FI-00100 Helsinki Finland

Lehman Securities Programs Proof of Claims

Enclosed please find ten (10) Securities Programs Proof of Claims related to four (4) different securities issued by Lehman Brothers Treasury Co. B.V. and guaranteed by Lehman Brothers Holdings Inc.:

- 1. 4 YR CROSS ASSET ALPHA LOCKER, ISIN: FI0008903000 (7 Proof of Claims)
- 2. NOTES LINKED TO S&P BRIC INDEX, ISIN: F10003025379 (1)
- 3. 4 SINGLE STOCK ALPHA NOTE, ISIN: FI0003025882 (1)
- 4. RETURN LOCK 2012 NOTE, ISIN: FI0003026351 (1)

All these securities have been issued in the Finnish clearing system (Euroclear Finland Ltd, former APK Ltd).

The following information has been used when filling in the Proof of Claims:

- 1. Eur/Usd exchange rate 1,4151 (ECB fixing rate as of September 15, 2008)
- 2. ISIN code of the related security
- 3. Blocking number registered and provided by the custodian bank
- 4. Identification number of the relevant custodian bank

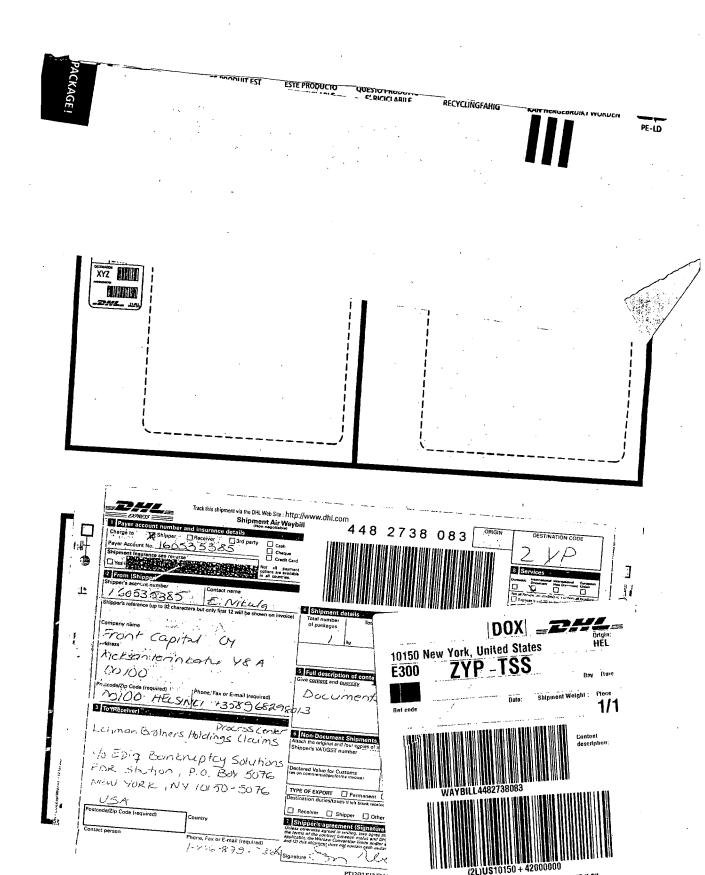
The Proof of Claims are signed by Front Capital Ltd based on the power of attorney (copies attached).

Any questions related to the Proof of Claims we ask kindly to contact Front Capital Ltd/Mr Pekka Rikala, email: pekka.rikala@front.fi, phone: +358 9 6829 8017

Pekka Rikala

Managing Director

Front Capital Ltd





subject to future amendment

United States Bankruptcy Court/Souther. Lehman Brothers Holdings Claims Proces c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SEC PROC	URITIES PROGRAMS OF OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		outhern District of New York hers Holdings Inc., Et Al. 13555 (JMP)
Note: This form may not be used t based on Lehman Programs Securing http://www.lehman-docket.com as	ties as listed on		0000044569
Name and address of Creditor: (and name Creditor) Luzerner Kantonalbank AG Legal & Compliance Department Pilatusstrasse 12 CH-6002 Luzern T: +41 41 206 24 86 / Mail: peter.feld	Please send all Baker & McKer att. Ira A. Reid 1114 Avenue o New York, 100	notices also to: nzie LLP f the Americas	Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: rnet.com
Telephone number: Et Name and address where payment should			Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
you may attach a schedule with the claim 1'686'133.90 M Check this box if the amount of clair	2008, whether you owned the Lenman e fixed or liquidated before or after S ble on September 15, 2008. If you are amounts for each Lehman Programs (Required) n includes interest or other charges in dentification Number (ISIN) for each ehman Programs Security, you may a	e Frograms Securities on September 15, 2008. The claim as the filing this claim with respect to Security to which this claim relaiplus accrued and accruing in permitted by agreement or landdition to the principal amount. Lehman Programs Security to wattach a schedule with the ISINs	umount must be stated in United States more than one Lehman Programs Security, les. nterest to the extent by law t due on the Lehman Programs Securities. which this claim relates. If you are filing
3. Provide the Clearstream Bank Blocking appropriate (each, a "Blocking Number") from your accountholder (i.e. the bank, br than one Lehman Programs Security, you relates.	Number, a Euroclear Bank Electron for each Lehman Programs Security oker or other entity that holds such so may attach a schedule with the Block	ic Reference Number, or other d for which you are filing a claim. curities on your behalf). If you ing Numbers for each Lehman I	are filing this claim with respect to more Programs Security to which this claim
Clearstream Bank Blocking Number, E number: Blocking numbers see attachn			
4. Provide the Clearstream Bank, Eurocle	ar Bank or other depository participate the relevant Clearstream Bank, Eurer entity that holds such securities on asse 100, CH-4600 Olten	nt account number related to you roclear Bank or other depository your behalf). Beneficial holder Participant Account Number:	s should not provide their personal account
5. Consent to Euroclear Bank, Clearstr consent to, and are deemed to have author disclose your identity and holdings of Lear reconciling claims and distributions.	ized, Euroclear Bank, Clearstream Bi man Programs Securities to the Debt	ors for the purpose of	FILED / RECEIVED
of the creditor or other number if different from 2009, Oct. 23 any. Baker & McI	filing this claim must sign it. Sign a person authorized to file this claim as in the notice address above. Attach co Kenzie LLP	opy of power of attorney, if	OCT 2 3 2009 EPIO BANKRUPTCY SOLUTIONS, LLC 1 both: 18 U.S.C. §§ 152 and 3571

Blocking Reference Number
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4726024554130810
7173083654130810
1320142133161510
9961263054130810
6350342354130810
3691311654130810
4561110454130810
9849235653130810
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DATE

11:15AM

TIME

subject to future amendment

Lehman Brothe		•		CURITIES PROGRAMS OF OF CLAIM
In Re: Lehman Brothe Debtors.	rs Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Lehman Brothers	ern District of New York Holdings Inc., Et Al. 55 (JMP) 0000044573
based on Leh	orm may not be used t iman Programs Secur <u>climan-docket.com</u> as	o file claims other than those ties as listed on of July 17, 2009		
Creditor) Luzerner Kanto Legal & Compl Pilatusstrasse CH-6002 Luze	onalbank AG liance Department 12 rn 24 86 / Mail: peter.feld	Baker & McKer att. Ira A. Reid 1114 Avenue o New York, 100	I notices also to: nzie LLP of the Americas	Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: ernet.com
Name and addre	ss where payment should	be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Programs Securiand whether suc dollars, using the you may attach a Amount of Clai Check this Provide the this claim with rewhich this claim	total amount of your claim ties as of September 15, 2 h claim matured or became exchange rate as applical a schedule with the claim a 7'136'224.35 box if the amount of claim International Securities Idespect to more than one Le relates.	008, whether you owned the Lehman e fixed or liquidated before or after S oble on September 15, 2008. If you are mounts for each Lehman Programs S (Required) includes interest or other charges in entification Number (ISIN) for each chann Programs Security, you may a	Programs Securities on Septen eptember 15, 2008. The claim if illing this claim with respect to Security to which this claim religious accrued and accruing permitted by agreement or addition to the principal amous Lehman Programs Security to wittach a schedule with the ISINs	interest to the extent
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Date. 2009, Oct. 23	of the creditor or other pumber if different from any. Baker & McK	, , ,	d state address and telephone by of power of attorney, if	OCT 2 3 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC
Penalty	for presenting fraudulent	claim: Fine of up to \$500,000 or im	prisonment for up to 5 years, or	r both. 18 U.S.C. §§ 152 and 3571

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In Re: Lehman Brothers Debtors.	Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		Holdings Inc., Et Al. 0000044583 (SMP)
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Creditor) Luzerner Kanton Legal & Complia Pilatusstrasse 12 CH-6002 Luzern T: +41 41 206 24	ralbank AG nce Department 2 1 1 1 86 / Mail: peter.feld	Baker & McKer att, Ira A. Reid 1114 Avenue o New York, 100	I notices also to: nzie LLP of the Americas	Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: rnet.com
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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076			LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM		
New York, NY 1	0150-5076				C - Southern District of New York
In Re: Lehman Brothers Debtors.	s Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (Jointly Administe		Lehman	Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044605
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Name and address	ss where payment should		from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
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Date. 2009, Oct. 23	of the creditor or other number if different fro any. Baker & Mc	merson authorized to methe notice address Kenzie LLP	o file this claim a above. Attach c	and print name and title, if any, nd state address and telephone opy of power of attorney, if	EPIQ BANKRUPTCY SOLUTIONS, LLC
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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076			LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM				
In Re: Lehman Brothers Debtors.	Chapter 1 1 Case No. 08-13555 (JMP) (Jointly Administered)		Lehman Brothe	thern District of New York rs Holdings Inc., Et Al. 1555 (JMP) 0000044610			
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Creditor) Luzerner Kanto Legal & Compli Pilatusstrasse 1 CH-6002 Luzer 1: +41 41 206 2 Telephone numb	nalbank AG ance Department 2 n 4 86 / Mail: peter.feld cr: Er	Baker & McKer att. Ira A. Reid 1114 Avenue o New York, 1003	notices also to: zie LLP f the Americas	Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: rnet.com Check this box if you are aware that anyone else has filed a proof of claim			
Telephone numb	or: Gr	nail Address:		relating to your claim. Attach copy of statement giving particulars.			
Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$\frac{4'328'264.52}{(Required)}\$ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): XS0274443422 (Required) 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim							
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Attachment to Proof of Claim ISIN XS0274443422

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In Re:		Chapter 11		USBC - Southern District of New York hman Brothers Holdings Inc., Et Al.		
Lehman Brothers	Holdings Inc., et al.,	Case No. 08-13555 (JMP)		08-13555 (JMP) 0000044722		
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those based of		to file claims other than s Securities as listed on as of July 17, 2009	THIS SPA	CE IS FOR COURT USE ONLY		
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Banco Banif, S.A				relating to your claim. Attach copy of statement giving particulars.		
,	et 1, 28006 Madrid, Spai	n		statement giving particulars.		
Telephone numb	er: +34 91 520 86 50	Email Address:				
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.						
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October 15, 2009.	Ms. María Segimón, a Claim for additional i	s Attorney See attached Adden	dum to Proof of	EPIQ BANKRUPTCY SOLUTIONS, LLC		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ADDENDUM TO PROOF OF CLAIM

This proof of claim is filed in the chapter 11 case of Lehman Brothers Holdings Inc., (the <u>Debtor</u>"), Case No. 08-13555 (JMP), by Inversiones Nhet, S.L. ("<u>Claimant</u>").

Claimant's address is set forth on the first page of this proof of claim. Any notice relating to this proof of claim should be sent to such address with additional copies to be sent to the following addresses:

DLA Piper Spain S.L. Paseo de la Castellana, 35-2 28046 Madrid, Spain Attention: María Segimón, Esq.

With an additional copy to:

DLA Piper LLP (US) 1251 Avenue of the Americas New York, New York 10020 Attention: William M. Goldman, Esq.

This proof of claim is filed in connection with a Lehman Program Security as that term is defined in that certain July 2, 2009 order establishing the deadline for filing proofs of claim (the "Bar Date Order"). As such, and pursuant to the express provisions of the Bar Date Order, no documentation supporting this proof of claim is attached.

Claimant is presently unable to calculate the amount due in connection with the Lehman Program Securities covered by this proof of claim and, therefore, this proof of claim is filed in an unliquidated amount for all ISINs listed below.

The following chart shows each Lehman Programs Security to which this claim relates, the depository blocking reference number, and the depository participant account number.

	ISIN	Blocking Reference #	Depository participant account #
XS02	258901759	6036177	EUROCLEAR # 22829
XS02	286018758	6036178	EUROCLEAR # 22829

A copy of the power of attorney authorizing the execution of this proof of claim by María Segimón is attached hereto. Ms. Segimón's address is set forth above and her telephone number is +34 913191212.

Reservation of Rights

No judgment has been entered on any portion of the proof of claim.

The amounts of all payments on the claim have been credited and deducted for the purpose of making this proof of claim.

Claimant hereby reserves the right to assert further, additional and amended claims.

By executing and filing this proof of claim, Claimant, is not (i) waiving or releasing Claimant's rights against any other entity or person or (ii) electing a remedy which waives or otherwise affects any other remedy of Claimant.

Claimant, in executing and filing this proof of claim, does not waive any right to any security, collateral or share thereof to which it may be entitled or any right to claim specific assets or any other right or rights that it has or may have against the Debtor or any other person or persons, and expressly reserves the right to amend or supplement this proof of claim in any respect and to file additional proofs of claim for additional claims.

POWER OF ATTORNEY

The undersigned,

Mr./Mrs. JOSE LUIS NAVARRO IGLESIAS, of legal age, of spanish nationality, and holder of DNI passport of his nationality number 00549435B, in force,

domiciled at CL SAN FRANCISCO DE SALES 31 28003 MADRID, acting on behalf of INVERSIONES NHET S.L. (the Grantor).

Whereas, the Grantor grants a special power of attorney, but as broad as required by law, in favour of the following persons:

- (i) Mr. Juan Picón García de Leániz, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 50708807-V, in force;
- (ii) Ms. María Segimón de Manzanos, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 826346-W, in force;
- (iii) Mr. Javier Huerta Rebollo, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 11849665-L, in force,

in order that any of each of the aforementioned persons, jointly and severally, may, represent or designate another person to represent the Grantor in respect of Chapter 11 bankruptcy filed in the United States by Lehman Brothers Holdings Inc ("LBHI") and its affiliates as well as in any insolvency or bankruptcy proceeding of LBHI's non-U.S. Subsidiaries (the "Bankruptcy"), and in particular, and without limitation, to carry out the following acts in relation to the Bankruptcy:

El/Los abajo firmante/s,

D./D*. JOSE LUIS NAVARRO IGLESIAS, mayor de edad, de nacionalidad española, y con DNI pasaporte de su nacionalidad número 00549435B, en vigor,

con domicilio en CL SAN FRANCISCO DE SALES 31 28003 MADRID, actuando en nombre de INVERSIONES NHET S.L. (el Poderdante).

El Poderdante otorga un poder especial, pero tan amplio como en Derecho sea necesario a favor de las siguientes personas:

- (i) D. Juan Picón García de Leániz, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2º planta, y provisto de D.N.I. nº 50708807-V, en vigor;
- (ii) Dº. María Segimón de Manzanos, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2º planta, y provisto de D.N.I. nº 826346-W, en vigor;
- (iii) D. Javier Huerta Rebollo, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2º planta, y provisto de D.N.I. nº 11849665-L, en vigor,

para que cada uno de ellos, indistintamente y solidariamente, pueda representar o designar a otra persona para representar al Poderdante en el procedimiento de quiebra bajo el Capítulo 11 en los Estados Unidos de América solicitado por Lehman Brothers Holdings Inc. ("LBHI") y determinadas sociedades filiales, así como en cualesquiera otros procedimientos de insolvencia o quiebra de las filiales de LBHI no domiciliadas en los Estados Unidos de América (la "Quiebra") y, en concreto, y sin que tenga carácter limitativo, para que pueda llevar a cabo las siguientes actuaciones en relación con la Quiebra:



(a) To appear before or designate another person to appear before any Courts, Hearings or other Tribunals, ordinary or special, of any level or jurisdiction, and before any authority, or other public bodies, and other entities created and to be created in any of its branches, dependencies and services; and to commence, continue or terminate, as creditor, author, third party, contributor, claimant or in any other capacity, all type of actions, files, trials and proceedings in relation to the Bankruptcy.

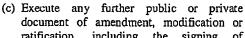
In all these cases, to file, reply to and continue through all the necessary steps and stages, until completion, all type of actions, claims, complaints, criminal complaints, allegations, exceptions and defences and to make any other whatsoever, request suspension of trials or proceedings, giving in these, where necessary, personal ratification; to draft and file written documents and take part in all types of proceedings; to request and receive notifications, summons and subpoenas in relation to the Bankruptcy.

- (b) To appear before or to designate another person to appear before all and any persons, firms, corporations, banks, institutions, commercial brokers, notaries, registrars, courts and tribunals, government agencies, authorities, being foreign, international, national, regional, provincial or municipal, with full powers of representation, being authorized to file petitions, requests and forms in relation to the Bankruptcy.
- document of amendment, modification or ratification, including the signing of

Comparecer o designar a otra persona para comparecer ante cualesquiera Juzgados, Audiencias y demás Tribunales, ordinario o especiales de cualquier grado o jurisdicción, ante cualquier otra autoridad y demás entes públicos, y demás Entidades creadas y por crear, en cualquiera de sus ramas, dependencias y servicios; y en ellos, instar, seguir y terminar, como acreedor, actor, tercero, coadyuvante, requirente o en cualquier otro concepto, toda clase de actuaciones, expedientes, juicios y procedimientos en relación con la Quiebra.

En todos estos casos, entablar, contestar y seguir por todos sus trámites e instancias, hasta su conclusión, toda clase de actuaciones, acciones. demandas, denuncias, querellas, acusaciones, excepciones y defensas y ejercitar otras cualesquiera pretensiones, suspensiones de juicios o procedimientos, ejercitándose en los mismos en cuantos casos fuera menester la ratificación personal; formar y presentar escritos y asistir a toda clase de actuaciones; solicitar y recibir notificaciones, citaciones y emplazamientos en relación con la Quiebra.

- (b) Comparecer o designar a otra persona para comparecer ante todas y cualesquiera personas, sociedades, corporaciones, bancos, instituciones, corredores de comercio, notarios, registradores, juzgados y tribunales, delegaciones de hacienda, delegaciones de gobierno y autoridades, ya sean extranjeras, internacionales, nacionales, autonómicas, provinciales o municipales, con poderes totales de representación, estando autorizadas para presentar instancias, formularios y requerimientos en relación con la Quiebra.
- (c) Firmar cualquier documento público o privado posterior de subsanación, rectificación o ratificación de los



approvals or forms (online or in paper) required, and do any other act or action which the attorney may consider necessary or expedient for the purpose or in connection with the above, including the execution, processing and submission of any form or document which may be convenient in relation to the Bankruptcy.

anteriores, pudiendo suscribir y firmar incluso cualquier formulario o impreso necesario (online o en papel), y realizar cualquier acto o actuación que el apoderado considere necesario o conveniente para cumplimentar la finalidad descrita en este apartado, incluyendo firmar, despachar o presentar cualquier otro documento que resulte conveniente en relación con la Quiebra.

Where necessary, the Grantor shall raise into public deed the granting of Power of Attorney under this document if requested by any of the attorneys.

En caso de que fuese necesario, el Poderdante se compromete a formalizar en escritura pública el apoderamiento conferido conforme al presente documento, una vez fuera requerido para ello por cualquiera de los apoderados.

So states and grants the Grantor, who reads and approves the present document, signing below.

Así declara y otorga el Poderdante, quien lee y aprueba el presente documento, firmándolo a continuación.

MADRID, on

September 2009.

En MADRID, a de septiembre de 2009.

INVERSIONES NHET S.L. THE GRANTOR

(signature/s)

JOSE LUIS NAVARRO IGLESIAS

INVERSIONES NHET S.L. EL OTORGANTE

(firma/s

JOSE LUIS NAVARRO IGLESIAS

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RECEIVED BY:

10/23 DATE

12.24 TIME

Lehman Brother		-	ew York	P	CURITIES PROGRAMS ROOF OF CLAIM
In Re: Lehman Brothers Debtors.	s Holdings Inc., et al.,	Chapter 11 Case No. 08- (Jointly Adn	-13555 (JMP) ninistered)	Filed L	t: USBC - Southern District of New York ehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044803
those based of	orm may not be used on Lehman Program ehman-docket.com	is Securitie	s as listed on	THIS SPA	CE IS FOR COURT USE ONLY
Name and address from Creditor)	ss of Creditor: (and name	and address w	here notices should	be sent if different	☐ Check this box to indicate that this claim amends a previously filed claim.
José Luis Navarr C/ San Francisco 28003 Madrid, S	de Sales 31				Court Claim Number: (If known) Filed on:
	er: +34 91 533 48 00	Email Addres			
Account number Banco Banif, S.A	ss where payment should : ES15008651469700100 A. set 1, 28006 Madrid, Spa	005733	erent from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone numb	er: +34 91 520 86 50	Email Addres	s:		
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ Unliquidated - see attached Addendum to Proof of Claim. Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. 2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are					
Securities to whi	ch this claim relates.			·	le with the ISINs for the Lehman Programs
International Securities Identification Number (ISIN): See attached Addendum to Proof of Claim.					
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:					
See attached Ad	ldendum to Proof of Cla	ıim.		TO STATE OF THE ST	
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.					
Accountholders	Euroclear Bank, Clears	tream Bank o	or Other Depository	Participant Account N	lumber:
See attached Ad	ldendum to Proof of Cla	nim.			
claim, you conse other depository	Euroclear Bank, Clears nt to, and are deemed to h to disclose your identity a urpose of reconciling cla	nave authorized and holdings o	l, Euroclear Bank, C f Lehman Programs	learstream Bank or	FILED / RECEIVED
Date. October 15,	Signature:	il (M)	mus		OCT 2 3 2009
2009.	Ms. María Segimón, a Claim for additional in	• ,	ee attached Adden	dum to Proof of	EPIQ BANKRUPTCY SOLUTIONS, LLC

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing

c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150- 5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ADDENDUM TO PROOF OF CLAIM

This proof of claim is filed in the chapter 11 case of Lehman Brothers Holdings Inc., (the <u>Debtor</u>"), Case No. 08-13555 (JMP), by José Luis Navarro Iglesias ("<u>Claimant</u>").

Claimant's address is set forth on the first page of this proof of claim. Any notice relating to this proof of claim should be sent to such address with additional copies to be sent to the following addresses:

DLA Piper Spain S.L. Paseo de la Castellana, 35-2 28046 Madrid, Spain Attention: María Segimón, Esq.

With an additional copy to:

DLA Piper LLP (US) 1251 Avenue of the Americas New York, New York 10020 Attention: William M. Goldman, Esq.

This proof of claim is filed in connection with a Lehman Program Security as that term is defined in that certain July 2, 2009 order establishing the deadline for filing proofs of claim (the "Bar Date Order"). As such, and pursuant to the express provisions of the Bar Date Order, no documentation supporting this proof of claim is attached.

Claimant is presently unable to calculate the amount due in connection with the Lehman Program Securities covered by this proof of claim and, therefore, this proof of claim is filed in an unliquidated amount for all ISINs listed below.

The following chart shows each Lehman Programs Security to which this claim relates, the depository blocking reference number, and the depository participant account number.

ISIN	Blocking Reference #	Depository participant account #
XS0258901759	6036176	EUROCLEAR # 22829

A copy of the power of attorney authorizing the execution of this proof of claim by María Segimón is attached hereto. Ms. Segimón's address is set forth above and her telephone number is +34 913191212.

Reservation of Rights

No judgment has been entered on any portion of the proof of claim.

The amounts of all payments on the claim have been credited and deducted for the purpose of making this proof of claim.

Claimant hereby reserves the right to assert further, additional and amended claims.

By executing and filing this proof of claim, Claimant, is not (i) waiving or releasing Claimant's rights against any other entity or person or (ii) electing a remedy which waives or otherwise affects any other remedy of Claimant.

Claimant, in executing and filing this proof of claim, does not waive any right to any security, collateral or share thereof to which it may be entitled or any right to claim specific assets or any other right or rights that it has or may have against the Debtor or any other person or persons, and expressly reserves the right to amend or supplement this proof of claim in any respect and to file additional proofs of claim for additional claims.

POWER OF ATTORNEY

The undersigned,

Mr./Mrs. JOSE LUIS NAVARRO IGLESIAS, of legal age, of spanish nationality, and holder of DNI passport of his nationality number 00549435B, in force,

domiciled at PS SAN FRANCISCO DE SALES 31, 28003 MADRID, acting in his own name and interest (the Grantor).

Whereas, the Grantor grants a special power of attorney, but as broad as required by law, in favour of the following persons:

- (i) Mr. Juan Picón García de Leániz, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 50708807-V, in force;
- (ii) Ms. María Segimón de Manzanos, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 826346-W, in force;
- (iii) Mr. Javier Huerta Rebollo, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 11849665-L, in force,

in order that any of each of the aforementioned persons, jointly and severally, may, represent or designate another person to represent the Grantor in respect of Chapter 11 bankruptcy filed in the United States by Lehman Brothers Holdings Inc ("LBHI") and its affiliates as well as in any insolvency or bankruptcy proceeding of LBHI's non-U.S. Subsidiaries (the "Bankruptcy"), and in particular, and without limitation, to carry out the following acts in relation to the Bankruptcy:

El/Los abajo firmante/s,

D./Da. JOSE LUIS NAVARRO IGLESIAS, mayor de edad, de nacionalidad española, y con DNI pasaporte de su nacionalidad número 00549435B, en vigor,

con domicilio en PS SAN FRANCISCO DE SALES 31, 28003 MADRID, actuando en su propio nombre y derecho (el Poderdante).

El Poderdante otorga un poder especial, pero tan amplio como en Derecho sea necesario a favor de las siguientes personas:

- (i) D. Juan Picón García de Leániz, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2º planta, y provisto de D.N.I. nº 50708807-V, en vigor;
- (ii) D^a. María Segimón de Manzanos, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2^a planta, y provisto de D.N.L nº 826346-W, en vigor;
- (iii) D. Javier Huerta Rebollo, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2º planta, y provisto de D.N.I. nº 11849665-L, en vigor,

para que cada uno de ellos, indistintamente y solidariamente, pueda representar o designar a otra persona para representar al Poderdante en el procedimiento de quiebra bajo el Capítulo 11 en los Estados Unidos de América solicitado por Lehman Brothers Holdings Inc. ("LBHI") y determinadas sociedades filiales, así como en cualesquiera otros procedimientos de insolvencia o quiebra de las filiales de LBHI no domiciliadas en los Estados Unidos de América (la "Quiebra") y, en concreto, y sin que tenga carácter limitativo, para que pueda llevar a cabo las siguientes actuaciones en relación con la Quiebra:



(a) To appear before or designate another person to appear before any Courts, Hearings or other Tribunals, ordinary or special, of any level or jurisdiction, and before any authority, or other public bodies, and other entities created and to be created in any of its branches, dependencies and services; and to commence, continue or terminate, as creditor, author, third party, contributor, claimant or in any other capacity, all type of actions, files, trials and proceedings in relation to the Bankruptcy.

In all these cases, to file, reply to and continue through all the necessary steps and stages, until completion, all type of actions, claims, complaints, criminal complaints, allegations, exceptions and defences and to make any other whatsoever, request suspension of trials or proceedings, giving in these, where necessary, personal ratification; to draft and file written documents and take part in all types of proceedings; to request and receive notifications, summons and subpoenas in relation to the Bankruptcy.

- (b) To appear before or to designate another person to appear before all and any persons, firms, corporations, banks, institutions, commercial brokers, notaries, registrars, courts and tribunals, government agencies, authorities, being foreign, international, national, regional, provincial or municipal, with full powers of representation, being authorized to file petitions, requests and forms in relation to the Bankruptcy.
- (c) Execute any further public or private document of amendment, modification or ratification, including the signing of approvals or forms (online or in paper) required, and do any other act or action which the attorney may consider necessary or

a) Comparecer o designar a otra persona para comparecer ante cualesquiera Juzgados, Audiencias y demás Tribunales, ordinario o especiales de cualquier grado o jurisdicción, ante cualquier otra autoridad y demás entes públicos, y demás Entidades creadas y por crear, en cualquiera de sus ramas, dependencias y servicios; y en ellos, instar, seguir y terminar, como acreedor, actor, tercero, coadyuvante, requirente o en cualquier otro concepto, toda clase de actuaciones, expedientes, juicios y procedimientos en relación con la Quiebra.

En todos estos casos, entablar, contestar y seguir por todos sus trámites e instancias, hasta su conclusión, toda clase de actuaciones. acciones. demandas, denuncias, querellas. acusaciones, excepciones y defensas y ejercitar otras cualesquiera pretensiones, suspensiones de juicios o procedimientos, ejercitándose en los mismos en cuantos casos fuera menester la ratificación personal; formar y presentar escritos y asistir a toda clase de actuaciones; solicitar y recibir notificaciones, citaciones y emplazamientos en relación con la Quiebra.

- (b) Comparecer o designar a otra persona para comparecer ante todas y cualesquiera personas, sociedades, corporaciones, bancos, instituciones, corredores de comercio, notarios, registradores, juzgados y tribunales, delegaciones de hacienda, delegaciones de gobierno y autoridades. ya sean extranjeras, internacionales, nacionales, autonómicas, provinciales o municipales, con poderes totales de representación, estando autorizadas para presentar instancias, formularios y requerimientos en relación con la Quiebra.
- (c) Firmar cualquier documento público o privado posterior de subsanación, rectificación o ratificación de los anteriores, pudiendo suscribir y firmar incluso cualquier formulario o impreso necesario (online o en papel), y realizar

expedient for the purpose or in connection with the above, including the execution, processing and submission of any form or document which may be convenient in relation to the Bankruptcy.

cualquier acto o actuación que el apoderado considere necesario o conveniente para cumplimentar la finalidad descrita en este apartado, incluyendo firmar, despachar o presentar cualquier otro documento que resulte conveniente en relación con la Quiebra.

Where necessary, the Grantor shall raise into public deed the granting of Power of Attorney under this document if requested by any of the attorneys.

attorneys.

En caso de que fuese necesario, el Poderdante se compromete a formalizar en escritura pública el apoderamiento conferido conforme al presente documento, una vez fuera requerido para ello por cualquiera de los apoderados.

So states and grants the Grantor, who reads and approves the present document, signing below.

Así declara y otorga el Poderdante, quien lee y aprueba el presente documento, firmándolo a continuación.

MADRID, on September 2009.

En MADRID, a de septiembre de 2009.

J. Pavano.

(firma)

(signature)

Mr./Mirs. JOSE LUIS NAVARRO IGLESIAS

THE GRANTOR

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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM
New York, NY 10150-5076 In Re: Lehman Brothers Holdings Inc., et al., Debtors. Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000045214
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009	
Name and address of Creditor: (and name and address where notices should be Creditor)	e sent if different from Check this box to indicate that this claim amends a previously filed claim.
Theodoor Gilissen Global Custody N.V. Keizersgracht 617	Court Claim Number:
1017 DS AMSTERDAM, The Netherlands	(If known) Filed on:
Telephone number: +31 20 5276000 Email Address: tgservices@gilis	
Name and address where payment should be sent (if different from above)	☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: Email Address:	· V · I · · · · · · · · · · · · · · · ·
1. Provide the total amount of your claim based on Lehman Programs Securities Programs Securities as of September 15, 2008, whether you owned the Lehman and whether such claim matured or became fixed or liquidated before or after 3 dollars, using the exchange rate as applicable on September 15, 2008. If you a you may attach a schedule with the claim amounts for each Lehman Programs	n Programs Securities on September 15, 2008 or acquired them thereafter, September 15, 2008. The claim amount must be stated in United States are filing this claim with respect to more than one Lehman Programs Security,
Amount of Claim: See attached (Required)	
M Check this box if the amount of claim includes interest or other charges in a	ddition to the principal amount due on the Lehman Programs Securities.
2. Provide the International Securities Identification Number (ISIN) for each I claim with respect to more than one Lehman Programs Security, you may attact this claim relates.	Lehman Programs Security to which this claim relates. If you are filing this ch a schedule with the ISINs for the Lehman Programs Securities to which
International Securities Identification Number (ISIN): See attached	(Required)
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electron appropriate (each, a "Blocking Number") for each Lehman Programs Security your accountholder (i.e. the bank, broker or other entity that holds such securit Lehman Programs Security, you may attach a schedule with the Blocking Num Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruct number:	for which you are filing a claim. You must acquire a Blocking Number from ties on your behalf). If you are filing this claim with respect to more than one on the new for each Lehman Programs Security to which this claim relates.
See attached (Required)	
4. Provide the Clearstream Bank, Euroclear Bank or other depository participa you are filing this claim. You must acquire the relevant Clearstream Bank, Euraccountholder (i.e. the bank, broker or other entity that holds such securities or numbers.	roclear Bank or other depository participant account number from your
Accountholders Euroclear Bank, Clearstream Bank or Other Depository	Participant Account Number:
See attached (Required)	
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: Econsent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or Other Depository: Econsent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or Other Bank, Clearstream Bank or Other Depository: Econsent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or Other Depository: Econsent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or Other Depository: Econsent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or Other Depository: Econsent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or Other Depository: Econsent Bank or Other Bank, Clearstream Bank,	FILED / RECEIVED orint name and title, if any, of the address and telephone of power of attorney, if any. Barneveld FILED / RECEIVED OCT 2 3 2009 EPIO BANKRUPTET SILETONS LLE

SOUTHERN DISTRICT OF NEW YORK	
In re:	Chapter 11
Lehman Brothers Holdings Inc., et al.	Case No. 08-13555 (JMP)
Debtors.	(Jointly Administered)

INITED STATES DANIEDIDTOV COLDT

ANNEX TO PROOF OF CLAIM OF THEODOOR GILISSEN GLOBAL CUSTODY N.V.

- 1. <u>Claimant</u>. Theodoor Gilissen Global Custody N.V., custodian and holder of account 51/267148/29 with KBL European Private Bankers S.A., Luxemburg, holder of account 13048 with Clearstream Luxemburg (the "Claimant"), hereby files the accompanying proof of claim (the "Proof of Claim") against Lehman Brothers Holdings Inc. (the "Debtor"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "Petition Date"), as described more fully below.
- Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co B.V. (the "Obligor") and guaranteed by the Debtor (each a "Program Security" and, together, the "Program Securities") identified on the list of Lehman Program Securities, which is available on the Debtors' website, http://www.lehman-docket.com under the heading "Key Documents." The International Securities Identification Number ("ISIN") identifying each Program Security, along with the Clearstream blocking reference number and the Clearstream account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 attached hereto. The Program Securities

have the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 3, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

- 3. <u>Claim</u>. The Claimant is the holder of certain securities described more fully in <u>Exhibit 1</u> hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 114,469,619.48 <u>plus</u>, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "Claim"). An itemization of certain amounts comprising the Claim is set forth on <u>Exhibit 2</u> attached hereto.
- 4. <u>Security Interests and Priority Status</u>. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.
- 5. <u>Claims, Counterclaims, Setoffs and Defenses</u>. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.
- 6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the

jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

EXHIBIT 1

ISIN	Clearstream blocking	Clearstream	Nominal Amount	Nominal Amount
	reference number	account number	(EUR)	(USD)*
		Account in the name of		
		KBL European Private		
		Bankers S.A., Luxemburg.		
		Securities held on behalf of		:
		custodian Theodoor Gilissen		
		Global Custody N.V.,		
		Amsterdam, Holland		
XS0346707903	CA69354	13048	641,000.00	910,284.10
XS0295760093	CA69339	13048	1,587,000.00	2,253,698.70
XS0355133454	CA69358	13048	3,162,000.00	4,490,356.20
XS0379217184	CA69336	13048	20,000.00	28,402.00
XS0273084656	CA69337	13048	554,000.00	786,735.40
XS0332049815	CA69340	13048	1,715,000.00	2,435,471.50
XS0285922133	CA69353	13048	3,836,000.00	5,447,503.60
XS0375356648	CA69345	13048	255,000.00	362,125.50
XS0305948860	CA69344	13048	4,825,000.00	6,851,982.50
XS0314067140	CA76209	13048	1,499,000.00	2,128,729.90
XS0317240157	CA69352	13048	2,325,000.00	3,301,732.50
XS0339810078	CA69343	13048	1,177,000.00	1,671,457.70
XS0287672694	CA69355	13048	5,467,000.00	7,763,686.70
XS0296281735	CA69359	13048	8,970,000.00	12,738,297.00
XS0332050078	CA69338	13048	1,357,000.00	1,927,075.70
XS0377288450	CA69360	13048	14,000.00	19,881.40
XS0368669007	CA69357	13048	3,543,000.00	5,031,414.30
XS0263715467	CA69346	13048	10,430,000.00	14,811,643.00
XS0276441044	CA69347	13048	11,284,000.00	16,024,408.40
XS0327236757	CA69350	13048	5,483,000.00	7,786,408.30
XS0296067142	CA69356	13048	996,000.00	1,414,419.60
XS0365839835	CA69349	13048	1,030,000.00	1,462,703.00
XS0332049229	CA69342	13048	1,597,000.00	2,267,899.70
XS0373219582	CA69348	13048	755,000.00	1,072,175.50
XS0349530823	CA69341	13048	200,000.00	284,020.00
XS0346080590	CA69351	13048	6,196,000.00	8,798,939.60

TOTALS 78,918,000.00 112,071,451.80

^{*} Amounts due in EURO have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EURO = 1.4201 USD.

EXHIBIT 2

ISIN	Nominal Amount	Accrued	Total	Nominal Amount	Accrued	Total
	(EUR)	Interest	(EUR)	(USD)*	Interest	(USD)*
		(EUR)			(USD)*	
XS0346707903	641,000.00	-	641,000.00	910,284.10	<u>-</u>	910,284.10
XS0295760093	1,587,000.00	-	1,587,000.00	2,253,698.70	-	2,253,698.70
XS0355133454	3,162,000.00	-	3,162,000.00	4,490,356.20	-	4,490,356.20
XS0379217184	20,000.00	-	20,000.00	28,402.00	-	28,402.00
XS0273084656	554,000.00	-	554,000.00	786,735.40	-]	786,735.40
XS0332049815	1,715,000.00	-	1,715,000.00	2,435,471.50	-	2,435,471.50
XS0285922133	3,836,000.00	-	3,836,000.00	5,447,503.60	-	5,447,503.60
XS0375356648	255,000.00	-	255,000.00	362,125.50	-]	362,125.50
XS0305948860	4,825,000.00	-	4,825,000.00	6,851,982.50		6,851,982.50
XS0314067140	1,499,000.00	-	1,499,000.00	2,128,729.90	-	2,128,729.90
XS0317240157	2,325,000.00	-	2,325,000.00	3,301,732.50	-	3,301,732.50
XS0339810078	1,177,000.00	-	1,177,000.00	1,671,457.70	-	1,671,457.70
XS0287672694	5,467,000.00	-	5,467,000.00	7,763,686.70	-	7,763,686.70
XS0296281735	8,970,000.00	-	8,970,000.00	12,738,297.00	-	12,738,297.00
XS0332050078	1,357,000.00	-	1,357,000.00	1,927,075.70	-	1,927,075.70
XS0377288450	14,000.00	-	14,000.00	19,881.40	-	19,881.40
XS0368669007	3,543,000.00	202,457.14	3,745,457.14	5,031,414.30	287,509.39	5,318,923.69
XS0263715467	10,430,000.00	763,533.15	11,193,533.15	14,811,643.00	1,084,293.43	15,895,936.43
XS0276441044	11,284,000.00	519,373.15	11,803,373.15	16,024,408.40	737,561.81	16,761,970.21
XS0327236757	5,483,000.00	-	5,483,000.00	7,786,408.30	-	7,786,408.30
XS0296067142	996,000.00	-	996,000.00	1,414,419.60	-	1,414,419.60
XS0365839835	1,030,000.00	-	1,030,000.00	1,462,703.00	-	1,462,703.00
XS0332049229	1,597,000.00	33,843.27	1,630,843.27	2,267,899.70	48,060.83	2,315,960.53
XS0373219582	755,000.00	15,999.79	770,999.79	1,072,175.50	22,721.31	1,094,896.81
XS0349530823	200,000.00	3,463.01	203,463.01	284,020.00	4,917.83	288,937.83
XS0346080590	6,196,000.00	150,062.03	6,346,062.03	8,798,939.60	213,103.09	9,012,042.69

TOTALS 78,918,000.00 1,688,731.55 80,606,731.55 112,071,451.80 2,398,167.68 114,469,619.48

^{*} Amounts due in EURO have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EURO = 1.4201 USD.

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EXHIBIT 3

UNANIMOUS WRITTEN CONSENT OF THE

EXECUTIVE COMMITTEE OF THE

BOARD OF DIRECTORS OF

LEHMAN BROTHERS HOLDINGS INC.

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

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RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedulc A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date bereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegae thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an arrowney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Anthorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

paced: June 9, 2005

Richard S Puld Jr.

John D. Macomber

06/08/2005

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Schedule A to LBHI Unanimous Written Consent dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
Ĭ4.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

EXHIBIT 4



TO WHOM IT MAY CONCERN:

Kefzersgracht 617 1017 DS Amsterdinn Postbus 3325 1001 AC Amsterdam 1+31 (0)20 527 60 00 r +31 (0) 20 527 60 60 info@gilissen.nl www.gilissen.nl

DECLARATION

Theodoor Gilissen Global Custody N.V. ('TGGC') is custodian and accountholder (accountnumber 51/267148/29) with KBL European Private Bankers S.A., Luxemburg ('KBL'). KBL is holder of account 13048 with Clearstream Luxemburg. At present, all securities under the Lehman Brothers Securities Program held by TGGC, for which a blocking number is applied for, are registered on their account (51/267148/29) with KBL. These securitles are being held in the name of KBL with Clearstream on account 13048.

AMSTERDAM/LUXEMBOURG, 15th of October 2009,

Theodoor Gilissen Global Custody N.V.,

drs. ir. G.C.D. Versteeg

drs. C.A. Heijne RA CPC

Harven Hijn

director Theodoor Gilissen Global Custody N.V. director Theodoor Gilissen Global Custody N.V.

KBL European Private Bankers S.A.,

Járomá Gendarme

Head of Custody

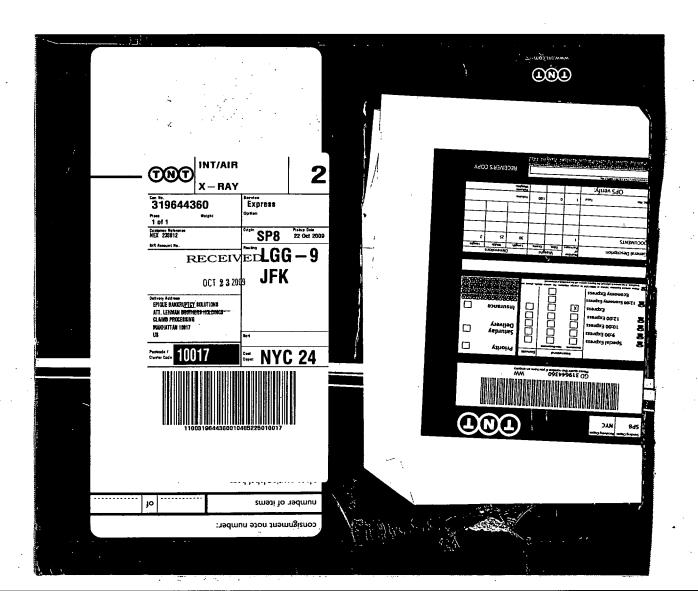
Philippe VAN DOOREN HEAD OF OPERATIONS

EUROPEAN PRIVATE BANKERS

THEODOOR GILISSEN BANKIERS H.V.

Statulate gevestigd to Amsterdara Amsterdam Handelsteglaler pr. 13004157

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United States Bankruptcy Court/Southern District of Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		MAN SECURITIES PROGRAMS PROOF OF CLAIM
	11 08-13555 (JMP) Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000048734
Note: This form may not be used to file claims or on Lehman Programs Securities as listed on http://docket.com as of July 17, 2009		LY
Name and address of Creditor: (and name and address Creditor) KAS BANK N.V. Spuistraat 172	s where notices should be sent if different	from Check this box to indicate that this claim amends a previously filed claim. Court Claim Number:
1012 VT AMSTERDAM, The Netherlands		Filed on:
	dress: KASBANK@lehmanclaim.nl	
Name and address where payment should be sent (if di	,	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: Email Add		
and whether such claim matured or became fixed or lie	er you owned the Lehman Programs Secu quidated before or after September 15, 20 ember 15, 2008. If you are filing this clai	rities on September 15, 2008 or acquired them thereafter, 008. The claim amount must be stated in United States m with respect to more than one Lehman Programs Security,
Amount of Claim: See attached	(Required)	
Check this box if the amount of claim includes inter	rest or other charges in addition to the pri	ncipal amount due on the Lehman Programs Securities.
2. Provide the International Securities Identification N	Number (ISIN) for each Lehman Program	s Security to which this claim relates. If you are filing this h the ISINs for the Lehman Programs Securities to which
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your accountholder (i.e. the bank, broker or other entit Lehman Programs Security, you may attach a schedule Clearstream Bank Blocking Number, Euroclear Banumber: See attached (Required) 4. Provide the Clearstream Bank, Euroclear Bank or ot you are filing this claim. You must acquire the relevan accountholder (i.e. the bank, broker or other entity that numbers.	ther depository participant account numb at Clearstream Bank, Euroclear Bank or out to the such securities on your behave with the Blocking Numbers for each Leank Electronic Instruction Reference Numbers and Electronic Instruction Reference Numbers are depository participant account numbers to Clearstream Bank, Euroclear Bank or out holds such securities on your behalf). B	e filing a claim. You must acquire a Blocking Number from lf). If you are filing this claim with respect to more than one hman Programs Security to which this claim relates. **umber and or other depository blocking reference** er related to your Lehman Programs Securities for which ther depository participant account number from your eneficial holders should not provide their personal account
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SOUTHERN DISTRICT OF NEW YORK	
In re:	Chapter 11
Lehman Brothers Holdings Inc., et al.	Case No. 08-13555 (JMP)
Debtors.	(Jointly Administered)

ANNEX TO PROOF OF CLAIM OF KAS BANK N.V.

- 1. <u>Claimant</u>. KAS BANK N.V. (the "Claimant"), hereby files the accompanying proof of claim (the "Proof of Claim") against Lehman Brothers Holdings Inc. (the "Debtor"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "Petition Date"), as described more fully below.
- 2. <u>Transactions Between the Parties.</u> The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co B.V. (the "Obligor") and guaranteed by the Debtor (each a "Program Security" and, together, the "Program Securities") identified on the list of Lehman Program Securities, which is available on the Debtors' website, http://www.lehman-docket.com under the heading "Key Documents." The International Securities Identification Number ("ISIN") identifying each Program Security, along with the Euroclear blocking reference number and the Euroclear account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 attached hereto. Evidence of the ownership of the Securities have the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of

the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 3, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

- 3. <u>Claim</u>. The Claimant is the holder of certain securities described more fully in <u>Exhibit 1</u> hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$82,684,969.72 <u>plus</u>, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "Claim"). An itemization of certain amounts compromising the Claim is set forth on <u>Exhibit 2</u> attached hereto.
- 4. <u>Security Interests and Priority Status</u>. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.
- 5. <u>Claims, Counterclaims, Setoffs and Defenses</u>. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.
- 6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect

to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

EXHIBIT 1

ISIN	Euroclear blocking reference number	Euroclear account number Account in the name of KAS BANK Effectenbewaarbedrijf N.V., Amsterdam, The Netherlands (also trading under the name of KAS Depository Trust Company)	Nominal Amount (EUR)	(USD)*
XS0263715467	6035720	90023	3,924,000.00	5,572,472.40
XS0273084656	6033589	90023	1,133,000.00	1,608,973.30
XS0276441044	6033755	90023	13,463,000.00	19,118,806.30
XS0285922133	6034019	90023	759,000.00	1,077,855.90
XS0287672694	6034022	90023	6,070,000.00	8,620,007.00
XS0295760093	6034023	90023	811,000.00	1,151,701.10
XS0296067142	6034025	90023	2,096,000.00	2,976,529.60
XS0296281735	6034028	90023	4,431,000.00	6,292,463.10
XS0305948860	6034029	90023	8,100,000.00	11,502,810.00
XS0314067140	6034030	90023	1,808,000.00	2,567,540.80
XS0317240157	6034032	90023	4,026,000.00	5,717,322.60
XS0327236757	6034033	90023	2,053,000.00	2,915,465.30
XS0332049229	6034042	90023	2,326,000.00	3,303,152.60
XS0332049815	6034043	90023	2,180,000.00	3,095,818.00
XS0332050078	6034044	90023	58,000.00	82,365.80
XS0339810078	6034047	90023	321,000.00	455,852.10
XS0346080590	6034048	90023	25,000.00	35,502.50
XS0346707903	6034061	90023	476,000.00	675,967.60
XS0349530823	6034062	90023	798,000.00	1,133,239.80
XS0368669007	6034063	90023	2,255,000.00	3,202,325.50
XS0373219582	6034065	90023	12,000.00	17,041.20

Total 57,125,000.00 81,123,212.50

^{*} Amounts due in EUR have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EUR = 1.4201 USD.

EXHIBIT 2

ISIN	Nominal Amount	Accrued	Total	Nominal Amount	Accrued	Total
	(EUR)	Interest	(EUR)	(USD)*	Interest	(USD)*
		(EUR)			(USD)*	
XS0263715467	3,924,000.00	287,258.30	4,211,258.30	5,572,472.40	407,935.51	5,980,407.91
XS0273084656	1,133,000.00	-	1,133,000.00	1,608,973.30	<u>-</u>	1,608,973.30
XS0276441044	13,463,000.00	619,666.85	14,082,666.85	19,118,806.30	879,988.89	19,998,795.19
XS0285922133	759,000.00	<u>-</u>	759,000.00	1,077,855.90	-	1,077,855.90
XS0287672694	6,070,000.00	-	6,070,000.00	8,620,007.00	-	8,620,007.00
XS0295760093	811,000.00	-	811,000.00	1,151,701.10	-	1,151,701.10
XS0296067142	2,096,000.00	-	2,096,000.00	2,976,529.60	-	2,976,529.60
XS0296281735	4,431,000.00	-	4,431,000.00	6,292,463.10	-	6,292,463.10
XS0305948860	8,100,000.00	-	8,100,000.00	11,502,810.00	-	11,502,810.00
XS0314067140	1,808,000.00	-	1,808,000.00	2,567,540.80	-	2,567,540.80
XS0317240157	4,026,000.00	-	4,026,000.00	5,717,322.60	-	5,717,322.60
XS0327236757	2,053,000.00	-	2,053,000.00	2,915,465.30	-	2,915,465.30
XS0332049229	2,326,000.00	49,292.08	2,375,292.08	3,303,152.60	69,999.69	3,373,152.29
XS0332049815	2,180,000.00	-	2,180,000.00	3,095,818.00	-	3,095,818.00
XS0332050078	58,000.00	-	58,000.00	82,365.80	-	82,365.80
XS0339810078	321,000.00	-	321,000.00	455,852.10	-	455,852.10
XS0346080590	25,000.00	605.48	25,605.48	35,502.50	859.84	36,362.34
XS0346707903	476,000.00	-	476,000.00	675,967.60	-	675,967.60
XS0349530823	798,000.00	13,817.42	811,817.42	1,133,239.80	19,622.12	1,152,861.92
XS0368669007	2,255,000.00	128,857.14	2,383,857.14	3,202,325.50	182,990.03	3,385,315.53
XS0373219582	12,000.00	254.30	12,254.30	17,041.20	361.13	17,402.33

Total

57,125,000.00

1,099,751.58

58,224,751.58

81,123,212.50

1,561,757.22

82,684,969.72

^{*} Amounts due in EUR have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EUR = 1.4201 USD.

NO.504

D01

EXHIBIT 3

UNANIMOUS WRITTEN CONSENT OF THE

EXECUTIVE COMMITTEE OF THE

BOARD OF DIRECTORS OF

LEHMAN BROTHERS HOLDINGS INC.

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees.

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT.

06-09-05 11:31 JDM INVESTMENTS

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P.02

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RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date bereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being sutherized to approve individual guarantees issued by the Corporation with respect to Gueranteed Subsidiaries, or any proper delegee thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

Richard S Fuld Jr.

John D. Macomber

NO.504

D03

Schedule A to LBHI Unanimous Written Consent dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1,	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

EXHIBIT 4

To whom it may concern:

DECLARATION

KAS BANK Effectenbewaarbedrijf N.V. (also trading under the name KAS Depository Trust Company and hereinafter referred to as KDTC) is custodian and holder of account 90023 with Euroclear. KAS BANK N.V. (the Claimant) owns 100% of the shares in KDTC.

The Claimant is authorised to act on behalf of KDTC pursuant to the Rules Concerning Custody of Securities held by KDTC (the KDTC Rules).

The Claimant uses the services of KDTC for the custody of certain types of securities, in fulfilment of the obligation imposed on the Claimant by Netherlands law and regulations to protect the proprietary interests of its clients in respect of securities placed in custody with it. Since the Anglo-American legal concept of ownership of property by way of trust (or any other similar equitable interest) is not known under Netherlands law, the general position is that securities held by the Claimant for its clients but in its name will form a part of the assets of the Claimant and will therefore fall into its bankruptcy estate unless specific measures to protect the proprietary interests of its clients are taken. This is why such securities are held by KDTC. KDTC's sole object is the custody of securities on behalf of the Claimant's clients and it is prohibited by its Articles of Association from incurring any commercial risk in the conduct of its business. Custody of securities that are held by KDTC for the client's protection is subject to the KDTC Rules. According to Clause 2 of the KDTC Rules the Claimant shall act with respect to the securities held by KDTC on behalf of the clients in accordance with the instructions given by those clients. Under the KDTC Rules, the client has a direct claim on KDTC in respect of the securities held by KDTC on the client's behalf. Since this direct claim would not be affected by bankruptcy of the Claimant under Dutch bankruptcy law, the client's position with regard to securities held by KDTC is safeguarded.

Amsterdam, 26 October 2009

Name: drs. N.E. Blom

KAS BANK N.V.

le: R.J. Kooijman RA

AS BANK N.V.

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United States Bankruptcy Court/Southern District of New York	LEHMAN SECURITIES PROGRAMS
Lehman Brothers Holdings Claims Processing Center	BROOF OF CLASS
c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076	led: USBC - Southern District of New York
New York, NY 10150-5076	led: USBC - Suthern Holdings Inc., Et Al. Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000049740
In Re: Chapter 11 Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)	08-13335 (dim)
Debtors. (Jointly Administered)	(1 1 1 1 1 1 1 1 1 1
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on https://www.lehman-ducket.com as of July 17, 2009	
Name and address of Creditor: (and name and address where notices should be sent if different from Country)	☐ Check this box to indicate that this claim amends a previously filed claim.
Banca Aletti & C. S.p.A.	Court Claim Number:
Via Santo Spirito, 14 20121 Milano	(If known)
Italy	
Attention: Mr. Massimo Zerbino	
	Filed on:
Telephone number: +39 0243358107 Email Address: massimo.zerbino@alettibank.it	
Name and address where payment should be sent (if different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your
	claim. Attach copy of statement giving
	particulars.
Telephone number: Email Address:	
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be	the amount owed under your Lehman Programs Securities as of
September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States doll	them thereafter, and whether such claim matured or became
fixed or liquidated before or after September 15, 2006. The claim amount must be stated in Officer States don't 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a	schedule with the claim amounts for each Lehman Programs
Security to which this claim relates.	
Amount of Claim: See attached (Required)	
Check this box if the amount of claim includes interest or other charges in addition to the principal amount	due on the Lehman Programs Securities.
2 Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to w	hich this claim relates. If you are filing this claim with respect to
more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Program	s Securities to which this claim relates.
m	
International occurrence received (2017)	quired)
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire	A Blocking Number from your accountholder (i.e. the bank.
broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to mo	re than one Lehman Programs Security, you may attach a
schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.	
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or	other depository blocking reference number:
See attached (Required)	
4. Provide the Clearstream Bank, Euroclear Bank or other denository participant account number related to yo	ur Lehman Programs Securities for which you are filing this
claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account entity that holds such securities on your behalf). Beneficial holders should not provide their personal account	nt number from your accountholder (i.e. the bank, broker or other
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Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number	numbers.
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Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number See attached (Required) 5. Consent to Euroclear Bank. Clearstream Bank or Other Depository: By filing this claim, you consen	to, and are FOR COURT USE ONLY
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SOUTHERN DISTRICT OF NEW YORK	
In re:	Chapter 11
Lehman Brothers Holdings Inc., et al.	Case No. 08-13555 (JMP)
Debtors.	(Jointly Administered)

ANNEX TO PROOF OF CLAIM OF BANCA ALETTI & C. S.P.A.

- 1. <u>Claimant</u>. Banca Aletti & C. S.p.A. (the "Claimant"), hereby files the accompanying proof of claim (the "Proof of Claim") against Lehman Brothers Holdings Inc. (the "Debtor"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "Petition Date"), as described more fully below.
- Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers UK Capital Funding II LP (the "Obligors") and guaranteed by the Debtor (each a "Program Security" and, together, the "Program Securities") identified on the list of Lehman Program Securities, which is available on the Debtors' website, http://www.lehman-docket.com under the heading "Key Documents." The International Securities Identification Number ("ISIN") identifying each Program Security, along with the respective Clearstream Bank blocking reference number and the Clearstream Bank account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 attached hereto. The Program Securities issued by

Lehman Brothers Treasury Co. B.V. have also the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of Lehman Brothers Treasury Co. B.V. pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

- 3. <u>Claim</u>. The Claimant is authorized to act on behalf of the holders of certain securities described more fully in <u>Exhibit 1</u> hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 68,411,014.91 <u>plus</u>, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "Claim"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.
- 4. <u>Security Interests and Priority Status</u>. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.
- 5. <u>Claims, Counterclaims, Setoffs and Defenses</u>. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.
- 6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or

person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

EXHIBIT 1

ISIN Code	Clearstream blocking reference #	Clearstream account #	issuer	Nominal Amount
VC0162550941	CA18387	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 797,000.00
XS0163559841 XS0176153350	CA18388	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 7,939,000.00
XS0181945972	CA18389	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 9,241,000.00
XS0185655445	CA18385	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 934,000.00
XS0302315386	CA18386	83603	LEHMAN BROTHERS TREASURY CO. BV	€ 625,000.00
XS0307348234	CA18384	83603	LEHMAN BROTHERS TREASURY CO. BV	€ 8,000.00
XS0162289663	CA18379	83611	LEHMAN BROTHERS TREASURY CO. BV	€ 542,000.00
XS0178969209	CA18375	83611	TREASURY CO. BV	€ 7,029,000.00
XS0189294225	CA18370	83611	LEHMAN BROTHERS TREASURY CO. BV LEHMAN BROTHERS	€ 336,000.00
XS0195431613	CA18377	83611	TREASURY CO. BV	€ 488,000.00
XS0200284247	CA18373	83611	TREASURY CO. BV	€ 10,499,000.00
XS0202417050	CA18372	83611	TREASURY CO. BV	€ 170,000.00
XS0197173643	CA18368	83611	TREASURY CO. BV	€ 20,000.00
XS0208459023	CA18371	83611	TREASURY CO. BV LEHMAN BROTHERS	€ 1,845,000.00
XS0210782552	CA18363	83611	TREASURY CO. BV LEHMAN BROTHERS	€ 1,289,000.00
XS0211814123	CA18364	83611	LEHMAN BROTHERS	€ 1,319,000.00
XS0211093041	CA18367	83611	LEHMAN BROTHERS	€ 2,027,000.00
XS0213971210	CA18365	83611	TREASURY CO. BV	€ 733,000.00

	0440050	92611	LEHMAN BROTHERS TREASURY CO. BV	€ 5,000.00
XS0213416141	CA18358	83611	LEHMAN BROTHERS	C 0,000.00
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XS0229269856	CA18359	83611	IILP	€ 15,000.00
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XS0220704109	CA18357	83611	TREASURY CO. BV	€ 65,000.00
X00220101100			LEHMAN BROTHERS	
IT0006578600	CA18361	83611	TREASURY CO. BV	€ 140,000.00
11000001000			LEHMAN BROTHERS	
XS0276162327	CA18349	83611	TREASURY CO. BV	€ 102,000.00
X0027070202:			LEHMAN BROTHERS	
XS0229584296	CA18348	83611	TREASURY CO. BV	€ 25,000.00
7.0022000			LEHMAN BROTHERS	
XS0210433206	CA18351	83611	TREASURY CO. BV	€ 8,000.00
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XS0232364868	CA18347	83611	TREASURY CO. BV	€ 2,000.00
			LEHMAN BROTHERS	
XS0301086475	CA18343	83611	TREASURY CO. BV	€ 651.00

EXHIBIT 2

[ISIN Code]	Nominal Amount	Interest **	Total	Nominal Amount	Interest	Total
listiv Codel	(FOREIGN CURRENCY)	(FOREIGN CURRENCY)	(FOREIGN CURRENCY)	(USD) *	(USD) *	(USD) *
XS0163559841	EUR 797,000.00	15,379.09	812,379.09	1,127,834.70	21,762.95	1,149,597.65
XS0176153350	EUR 7,939,000.00	225,680.26	8,164,680.26	11,234,478.90	319,360.14	11,553,839.04
XS0181945972	EUR 9,241,000.00	221,061.35	9,462,061.35	13,076,939.10	312,823.92	13,389,763.02
XS0185655445	EUR 934,000.00	23,283.24	957,283.24	1,321,703.40	32,948.12	1,354,651.52
XS0302315386	EUR 625,000.00	-	625,000.00	884,437.50		884,437.50
XS0307348234	EUR 8,000.00		8,000.00	11,320.80	-	11,320.80
XS0162289663	EUR 542,000.00	5,871.67	547,871.67	766,984.20	8,309.00	775,293.20
XS0178969209	EUR 7,029,000.00	193,483.55	7,222,483.55	9,946,737.90	273,798.58	10,220,536.48
XS0189294225	EUR 336,000.00	5,709.77	341,709.77	475,473.60	8,079.90	483,553.50
XS0195431613	EUR 488,000.00	4,111.04	492,111.04	690,568.80	5,817.53	696,386.33
XS0200284247	EUR 10,499,000.00	313,224.27	10,812,224.27	14,857,134.90	443,243.67	15,300,378.57
XS0202417050	EUR 170,000.00	4,506.04	174,506.04	240,567.00	6,376.50	246,943.50
XS0197173643	EUR 20,000.00	82.50	20,082.50	28,302.00	116.75	28,418.75
XS0208459023	EUR 1,845,000.00	41,243.59	1,886,243.59	2,610,859.50	58,363.80	2,669,223.30
XS0210782552	GBP 1,289,000.00	28,176.27	1,317,176.27	2,297,454.37	50,220.09	2,347,674.47
XS0211814123	EUR 1,319,000.00	31,702.51	1,350,702.51	1,866,516.90	44,862.23	1,911,379.13
XS0211093041	EUR 2,027,000.00	23,371.42	2,050,371.42	2,868,407.70	33,072.90	2,901,480.60
XS0213971210	EUR 733,000.00	7,209.84	740,209.84	1,037,268.30	10,202.64	1,047,470.94
XS0213416141	EUR 5,000.00	49.73	5,049.73	7,075.50	70.37	7,145.87
XS0229269856	EUR 15,000.00	754.05	15,754.05	21,226.50	1,067.05	22,293.55
XS0220704109	EUR 65,000.00	759.43	65,759.43	91,981.50	1,074.67	93,056.17
IT0006578600	EUR 140,000.00		140,000.00	198,114.00	-	198,114.00
XS0276162327	EUR 102,000.00	-	102,000.00	144,340.20	•	144,340.20
XS0229584296	EUR 25,000.00	1,708.50	26,708.50	35,377.50	2,417.70	37,795.20
XS0210433206	EUR 8,000.00	278.03	8,278.03	11,320.80	393.44	11,714.24
XS0232364868	EUR 2,000.00	103.93	2,103.93	2,830.20	147.08	2,977.28
XS0301086475	UNIT 651.00	_	651,000.00	921,230.10	-	921,230.10

Total Claim Amount USD 68,411,014.91

^{*} Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the European Central Bank for September 15, 2008: 1 EUR = 1.4151 USD

Amounts due in GBP have been converted to US Dollars using the exchange reference rate GBP/EUR and USD/EUR published by the European Central Bank for September 15, 2008: 1 GBP = 1.259525 EUR = 1.782354 USD

Each 1 UNIT of ISIN Code XS0301086475 represents EUR 1.000 of Nominal Amount

** Interest accrued until September 14, 2008 (included)

EXHIBIT 3

Evidence of Ownership

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16.40 CET Clearstream Banking - CreationOnline **BSMauro** References Reference Type 02M89A0005BW Clearstream CA Notification 0000000065486207 History Reason Narrative CET/Timestemp 19/10/09 16:06 19/10/09 16 06 **Processing** Accepted Receipt 19/10/09 16:06 Processing **Current Activity-Status**

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Common Code Securities Blocking New Message Receive Free Settlement-Settled XS0181945972 018194597 EUR 7 LEHMAN BROS TREAS: 04-2014 Financial instrument Description einanciai instrument de Place of Safekeeping Common Code Type Roas on Narrative Sender 5. Reference Last Update Previous Reference IRVTGB2XGPT Single NONREF 19/10/09 16:06 Doal Reference Comin on Reference Safekeeping Account Quantity of Financial Instrument 83611 - BANCA ALETTI + C. SPA-CLIENT A/C 9 241 000 Quantity of Financial list on Quantity Type, Processing Indicator Requested Settlement Date Trade Date/Time Closing Date Priority Face Amount 19/10/09 19/10/09 0 00 Normal Priority Priority
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Transaction Indicator
Actual Settled Amount
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Best Matching Instruction:
Settlement Parties No Yes CA 18389 Settlement Activity 19/10/09 Settlement Parties Clearstream Depository BIC Address [68] BKNY MELLON, LDN IRVTGB2XGPT Place of Settlement CEDELULLXXX - Clearstream Physical Transaction No jmmedlate Rejease Delivering Agent No Clearstream 83611 Party Description BANCA ALETTI + C. SPA-CLIENT A/C Settlement Processing:Narrative CONSBLOK XS0181945972 OCE CONSENT YOUR INX **Settlement Parties**

Туре	Format	Party Account
Receiving Agent	CLEARSTREAM	83611 Controlled the Asia Control of Section of Control of Control of Section (Section 1997) and Section 1997 (Section 1997).
Additional Information		· 中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国
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BSMauro Clearstream Banking - CreationOnline 16.40 CET References Type: Reference Clearstream 02M89A0005BY 0000000065486205 CA Notification History CET Timestam 19/10/09 16:06 19/10/09 16.06 Accepted Processing 19/10/09 16:06 Processing Receipt **Current Activity-Status** CET Timestamp-Activity Status Reason Narrative 19/10/09 16.06 Settled

Clearstream Banking - CreationOnline

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Security Post Release · 10.5 在大型建筑工作的图像在文本中的图像中的图像中的图像中的图像中的图像中最高 **Trade Details** Type of:Settlement Tra Securities Blocking Pool Raference Function of Message New Message Function of Injest Instruction Type 'Activity:Status ISIN Code Common Code Receive Free Settlement-Settled XS0185655445 018565544 Financial instrument Description EUR 7 LEHMAN BROS.TREAS. 04-2014 Place of Safekeeping IRVTGB2XGPT Common Code Type Reason Narrative Single Réason Narfative
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Quantity Of Financial Instrument NONREF 19/10/09 16 06 83611 - BANCA ALETTI + C SPA-CLIENT A/C 934 000 Quantity Type
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Exp /巴打, Value Date CA18385 Settlement Activity 19/10/09 xp:/Ēf:Value Date Best Matching Instruction 官员,就是是自己的公司的国际的主题员。但自己是是特殊的一种,他们就是多数的 Settlement Parties Clearstream Depository BIC Address [6B] BKNY MELLON, LDN RVTGB2XGPT BIC Address Place of Settlement Physical Transaction In mediate Release Delivering Agent CEDELULLXXX - Clearstream No No Clearstream Partý Description 83611 BANCA ALETTI + C. SPA-CLIENT A/C CONSBLOK XS0185655445 OCE CONSENT YOUR INX Settlement Processing Narrati **Settlement Parties** Type Format Party Account

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16.40 CET Clearstream Banking - CreationOnline BSMauro References Reference Type 02M89A0005BQ Clearstream CA Notification 0000000065486202 History Activity Status Reason Natrative CETTIMES LATED IN 19/10/09 16:06 Settlement 19/10/09 16:06 Processing Accepted Receipt 19/10/09 16 06 Processing **Current Activity-Status** CET Timestamp Üğei Açılvityi Status Reason/Narretive Settled 19/10/09.16.06 Settlement

Clearstream Banking - CreationOnline 16.36 CET **BSMauro** Security Post Release Trade Details Jype of Settlement Trasaction
Pool Reference Securities Blocking Poolikeference
Eunction of Message
Instruction Type
Activity Status
ISIN Code
Common Code
Financial Instrument Description
Place of Safekeeping
Common Code Type
Reason Narrative
Sender's Reference
Last Update
Previous Reference
Common Reference
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Safekeeping Account
Quantity Type New Message Receive Free Settlement-Settled XS0302315386 030231538 EUR 0,00 LEHMAN BROS TREAS 07-2013 IRVTGB2XGPT Single NONREF 19/10/09 16.06 83603 - BANCA ALETTI + C SPA Quantity of Financial Instrument
Quantity Type
Processing Indicator
Requested Settlement Date
Trade Date Films
Closing Date
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Actual Settled Amount CA 18386 Settlement Activity Etp /Elf: Settlement Date Exp:/Elf:Value: Date Best:Matching Instruction 19/10/09 Settlement Parties Clears tream Depository BJC Address Place of Settlement Physical Transaction (6B) BKNY MELLON, LDN IRVTGB2XGPT CEDELULLXXX - Clearstream linimediate Release No Delivering Agent Clearstream Party Description Settlement Processing N 83603 BANÇA ALETTI + C SPA CONSBLOK XS0302315386 OCE CONSENT YOUR INX **Settlement Parties** Type Pormat Party Account

Receiving Agent	CLEARSTREAM	83603	
Additional Information	Delicination of the Control of the State of	医神经囊膜 医多种性神经病 医二种神经	第47、发展的工程和包括的自由的包括数据
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BSMauro Clearstream Banking - CreationOnline 16.36 CET

References

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 02M89A0005BS

 CA Notification
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16.36 CET BSMauro Clearstream Banking - CreationOnline **Security Post Release** Trade Details Type of Settlement Trasaction
Pool Reference
Function of Message
Instruction Type
Activity Status
ISIN Code Securities Blocking New Message Receive Free Settlement-Settled ISIN Code Common Code Financial Instrument Description Place of Salek XS0307348234 030734823 EUR 0,00 LEHMAN BROS TREAS 07-2013 Race of Safekeeping Confinion Code Type IRVTGB2XGPT Common Code Type Reason Narrative Single Sender's Reference Last Update NONREF 19/10/09 16 06 Previous Reference Deal Reference Deal Reference Common Reference Safèkeeping Account SafeKeeping Account Quantity of Financial Instrument Quantity Type¹ 83603 - BANCA ALETTI + C SPA 8 000 Face Amount quantity type
Processing Indicator
Requested Settlement Date
Trade Date/Time
Closing Date
Priority 19/10/09 19/10/09 0 00 Priority Settlement-Amount Currency: Guaranteed Delivery Normal Priority Deal Price Ceal Price Currency
Deal Price Format
(Taxable Income Per Share
Taxable Income Per Share Currency
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EX Currency Deal Price Currency elivery Without Matching Yes Deal Trano Common Transaction Indicator CA 18384 Settlement Activity Actual Settled Amount Exp./Eff. Settlement Date Exp./Eff. Value Date Best Matching Instruction 19/10/09 Settlement Parties Settlement Parties
Clears fream Depository
BIC Address
Place of Settlement
Physical Transaction
Immodiate Release
Delivering Agent
Party [6B] BKNY MELLON, LDN IRVTGB2XGPT CEDELULLXXX - Clearstream No No Clearstream Party Description Settlement Processing Narrativ 83603 BANCA ALETTI + C. SPA CONSBLOK XS0307348234 OCE CONSENT YOUR INX **Settlement Parties** Type Formal Party Account 83603 Receiving Agent CLEARSTREAM Additional Information an de encopyage el andere el electro de la lactica de lactica de lactica de lactica de la lactica de la lactica de lactica de lactica de la lactica de lactica Input Media

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BSMauro Clearstream Banking - CreationOnline 16.36 CET

References

 Type
 Reference

 Clearstream
 02M89A0005BO

 CA Notification
 000000065489253

History

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Current Activity-Status

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 19/10/09 16 08
 Settlement
 Settled

16.40 CET Clearstream Banking - CreationOnline **BSMauro Security Post Release** Trade Details Trade Details
Type of Settlement Trasaction
Pool Reference
Function of Message
Instruction Type
Activity Status
ISIN Code
Gommon Code Securities Blocking New Message Receive Free Settlement-Settled XS0162289663 016228966 Financial instrument Description EUR 5 LEHMAN BROS TREAS CO.BV 03-2010 Financjal/Instrument/Descrip
Place of Safekeeping
Common Code Type
Reason Narrative.
Sender's Reference
Last Update
Previous Reference
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Safekeeping Account IRVTGB2XGPT Single NONREF 19/10/09 16:06 83611 - BANCA ALETTI + C. SPA-CLIENT A/C Safekeeping Account Quantity of Einancial Instrument Quantity Type Processing Indicator Requested Settlement Date Trade Date/Lime 542 000 Face Amount 19/10/09 19/10/09 0:00 Tage Care-Glosing Date Prority, Settlement Amount Currency Guarantéed Delivery Normal Priority No Guai antego Centrary

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Taxable Income Per Share Currency

Taxable Income Per Share Format Delivery Without Matching Yes Deal Trano Common Transaction indicator Actual Settled Amount Exp. Het Settlement Date Exp. Het Value Date CA18379 Settlement Activity 19/10/09 Best Matching Instruction on the large the region is that are the real entering of the interior in a particular particular seasons and the Settlement Parties Clearstream Depository BIC Address Place of Settlement Physical Transaction Immediate Release [6B] BKNY MELLON, LDN IRVTGB2XGPT CEDELULLXXX - Clearstream No No Delivering Agent Party: Description Clearstream 83611 BANCA ALETTI + C. SPA-CLIENT A/C Settlement Processing Narrativ CONSBLOK XS0162289663 OCE CONSENT YOUR INX **Settlement Parties** Party Account Type CLEARSTREAM 83611 Receiving Agent Application of the control of the co Additional information

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16.40 CET Clearstream Banking - CreationOnline **BSMauro** References 02MB9A0005BZ Clearstream CA Notification 0000000065486201 History Status Reason Narrative CET Timestamp 19/10/09 16.06 Settlement 19/10/09 16.06 Processing Accepted Receipt 19/10/09 16.06 Processing **Current Activity-Status** CET Timestamp : User -Activity Status Reason Narrative

19/10/09 16 06 Settled

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16.40 CET Clearstream Banking - CreationOnline **BSMauro** Security Post Release ·中国的自己,其时的自然的中央发展的数据重要的电影,是对于1997年的自己的专用的自然的基础数据的基 Trade Details Trade Details
Type of Settlement Trasaction
Pool Reference
Function of Message
Instruction Type
Activity Status
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Common Code Securities Blocking New Message Receive Free Settlement-Settled XS0178969209 017896920 incial Instrument Description EUR 7 LEHMAN BROS TREAS CO BV (1-2) 03-2013 Rlace of Safekeeping Common Code Type Reason Narrative RVTGB2XGPT Single Reason Narrange Sender's Raference L'ast Undate Previous Reference Deal Reference NONREF 19/10/09 16:06 Common Reference Safekeeping Account 83611 - BANCA ALETTI + C SPA-CLIENT A/C . Quantity of Financial Instrument 7.029.000 Quantity Type Processing Indicator Requested Settlement Date Trade Date/Time Face Amount 19/10/09 19/10/09 0.00 Closing Date Priority Normal Priority Settlement Amount Currency Suaranteed De livery No Guaranteed Delivery
Deal Price
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Delivery Without Matching Yes Deal Trano Trano
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Transaction indicator
Actual Settled Amount
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Best Matching Instruction CA 18375 Settlement Activity 19/10/09 以是这个企业。1915年代的特别的特别的特别的特别的特别的特别的特别的特别的特别的特别的特别的 Settlement Parties Clcarstream Depository BIC Address [6B] BKNY MELLON, LDN IRVTGB2XGPT Place of Settlement Physical Transaction Immediate Release CEDELULLXXXX - Clearstream No No Delivering Agent Clearstream Party Description 83611 BANCA ALETTI + C. SPA-CLIENT A/C Settlement Processing CONSBLOK XS0178969209 OCE CONSENT YOUR INX **Settlement Parties** Type Party Account Format 83611 CLEARSTREAM Receiving Agent ব্যালেক সমূদ্র বিশ্বরাধিক প্রত্যাস্থার বা কর্মনার বর্ম হার্মান কর্মনার বিশ্বরাধিক প্রত্যাস্থান প্ Additional Information Input Media Internal

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BSMauro Clearstream Banking - CreationOnline 16.40 CET

References

 Type
 Reference

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History

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 19/10/09 16:06
 Settlement
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19/10/09 16.06 Settlement Settled

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
Security Post Release	ntino de la compagnes de marancia (na artiga Jetja, sel atriga se especial	
Type of Settlement Trasaction	Securities Blocking	
Paol Reference		
Function of Message	New Message	
Instruction Type	Receive Free Settlement-Settled	
Activity-statue) ISINCode : 2. 2.5	XS0189294225	
Common Code	235 018929422	
Financial instrument Description	EUR 7,00 LEHMAN BROS.04-2014	
Placerof Safekeeping.	IRV TGB2XGPT	
Common Code Type	Single	
Reason(Narrative)		
Sender's Reference	NONREF	
Last Update	19/10/09 16 06	
Previous Reference		
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	2. SE 83611 - BANCA ALETTI + C. SPA-CLIENT A/C	
Safe Keepine Account Quantity of Financial Instrument	336 000	
QuantityType	Face Amount	
Processing indicator		
Requested Settlement: Date	19/10/09	
Tirade Date/Time	19/10/09 0 00	
Closing Date		
Priority	Normal Priority	
Settlement Amount		
Currency Guaranteed Delivery	No	
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Taxable Income Per Share Format		
FXCurrency		
Delivery/Without Matching	Yes	
Deal Trano	CA18370	
Trano Common:	2 CA10310	
Transaction Indicator	Settlement Activity	
Actual/Settled/Amount		
Exp:/Bij.Settlement Date	19/10/09	
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Settlement Parties		
Clearstream Depository	[6B] BKNY MELLON, LDN IRVTGB2XGPT	
BIC: Address Place of Settlement	CEDELULLXXX - Clearstream	
Physical Transaction	No	
im mediate Release	No	
Delivering Agent	Clearstream	
Party /	83611	
Description	BANCA ALETTI + C SPA-CLIENT A/C	
Settlement Processing Narrative	CONSBLOK XS0189294225 OCE CONSENT YOUR INX	
Settlement Parties		

Settlement Parties

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Receiving Agent	CLEARSTREAM	83611	Charles and the Control of
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16.40 CET Clearstream Banking - CreationOnline BSMauro References Type Reference: 77 02M89A0005B2 Clearstream 0000000065486206 CA Notification History Status Reason Narrative 93/1/m 03/1/m Settlement 19/10/09 16.06 Processing Accepted 19/10/09 16:06 Receipt Processing 19/10/09 16 06 **Current Activity-Status** Status Reason Narrative Reserve

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16.40 CET **BSMauro** Clearstream Banking - CreationOnline **Security Post Release Trade Details** Type or Settle ment Tresection i Poblikaterence Function of Message Instruction Type Activity Status Securities Blocking New Message struction.Type
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BIC:Address
Place of Settlement:
Physical Transaction
Immediate Release
Delivering Agent:
Party [6B] BKNY MELLON, LDN IRVTGB2XGPT CEDELULLXXX - Clearstream No No Clearstream BANCA ALETTI + C SPA-CLIENT A/C CONSBLOK XS0195431613 OCE CONSENT YOUR INX

Settlement Parties

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Receiving Agent	CLEARSTREAM	83611	and the second s
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16.40 CET Clearstream Banking - CreationOnline **BSMauro** References Typer 02M89A0005BV Clearstream 0000000065486263 **CA Notification** History Reason Narraliye CET Timestan Settled 19/10/09 16.06 Settlement Processing Accepted 19/10/09 16:06 Processing Receipt 19/10/09 16.06 **Current Activity-Status** : Slatus Reason Narrative CET/Timestamp User Activity

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19/10/09 16.06 Settlement

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16.40 CET Clearstream Banking - CreationOnline **BSMauro Security Post Release** Trade Details Trade Details

Invite of Settlement Trasaction

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Function of Message

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De Normal Priority No CA 18373 Settlement Activity 19/10/09 Settlement Parties Clearstream Depository
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Immodiate Release [6B] BKNY MELLON, LDN IRVTGB2XGPT CEDELULLXXX - Clearstream No No livering Agent Clearstream 83611 BANCA ALETTI + C. SPA-CLIENT A/C CONSBLOK XS0200284247 OCE CONSENT YOUR INX

Settlement Parties

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BSMauro Clearstream Banking - CreationOnline 16.40 CET

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BSMauro Clearstream Banking - CreationOnline 16.40 CET

Security Post Release

Trade Details

Securities Blocking

Tiype of Settlement Tresaction:
Roof Reference
Finction of Message
Instruction Type:
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Settlement Parties

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Place (of Settlement)

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16.40 CET Clearstream Banking - CreationOnline **BSMauro** References Référence Types 02M89A0005BL Clearstream 0000000065486265 CA Notification History CIPTINE stamp Settlement 19/10/09 16.06 Processing Accepted 19/10/09 16.06 Processing Receipt 19/10/09 16:06 **Current Activity-Status** Activity Status Reason:Narrative since CET Timestamp.

Settlement

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Settled

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BSMauro	Clearstream Banking - CreationOnline	16.40 CET
Security Post Release		
Trade Details		
Type of Settlement Trasaction Pool References	Securities Blocking	
Function of Message	New Message	
Instruction Type:	Receive Free	
Activity Status ISIN Code Common. Code	Settlement-Settled	
ISIN Gode	XS0197173643	
Common Code	019717364	
Financial instrument/Description	EUR FL R LEHMAN BROS.TREAS.CO BV(W8 S)04-2011	
Place of Safekeeping	RVTGB2XGPT	
Common Code Type	Single	
Reason Narrative		
Sender/s Reference	NONREF	
Last Update	19/10/09 16 06	
Previous Reference		
Deal Reference		
Common Reference		
Safe keeping/Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C	
Quantity of Financial instrument	26 20 000	
Quantity Type?	Face Amount	
Processing Indicator	10110/00	
Requested Settlement Date.	319/10/09	
Träde Date/Time	19/10/09 0.00	
Clos Ing Date	Normal Princity	
Priority Sattlement Amount	Normal Priority	
Settlement Amount		
Cirroncy	No	
Guaranteed Delivery		
Deal Price Deal Price: Currency		
Deal Price Format		
Taxable income Per Share		
Taxable Income Per Share Format		
FX:Currency:		
Delivery, Withou: Matching	Yes	
Deal		
Trano	CA18368	
Common		
Transaction indicator	Settlement Activity	
Actual Settled Amount		
Exp./Eff. Settlement Date	19/10/09	
Exp./Eff. Value Date:		
Best Matching instruction.		
Settlement Parties	REPORT	The state of the s
Clearstream Depository	[6B] BKNY MELLON, LDN	
BIC Affiress	RVTGB2XGPT CEDELULLXXX - Clearstream	
Place of Settlement	CEDELULLXXX - Clearstream	
Physical Transaction	No	
immediate Release	Clearstream	
Delivering Agent Party	83611	
Party Description	BANCA ALETTI + C. SPA-CLIENT A/C	
Description Settlement Processing Narrative	CONSBLOK XS0197173643 OCE CONSENT YOUR INX	

Settlement Parties

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Receiving Agent	CLEARSTREAM	83611 Here was to the transfer extractly they by whose details of examination of the control of the artifactor of the
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BSMauro	Clearstream Banking - CreationOnline	16.40 CET
References		
Type	Reference	
Clearstream	02M89A0005AW	
CA Notification	000000065486277	
History		
CET/Timestamp	User Activity Status	Reason Narrative
19/10/09 16.06	Settlement Settled	
19/10/09 16.06	Processing Accepted	
19/10/09 16.06	Processing Receipt	
Current Activity-Status		
CEI Timestamp	Usar Activity Status	Reason(Natrative
19/10/09 16 06	Settlement Settled	

19/10/09 16 06

16.40 CET Clearstream Banking - CreationOnline **BSMauro** Security Post Release Trade Details Type of Settlement Trasaction Securities Blocking unction of Message
istruction Type
citivity Status
SIN Code
ommon Code
inanciall instrument Description
lace of Safekeeping
ommon Code-Type
eason Narrative
inder-s Reference
ast Undate
involutions Reference
eat Raference
ommon Reference New Message Receive Free Settlement-Settled XS0208459023 020845902 EUR 7,00 LEHMAN BROS.HOLD INC. 04-2016 IRVTGB2XGPT Single NONREF 19/10/09 16:06 nmonikeletence. 83611 - BANCA ALETTI + C SPA-CLIENT A/C are Reeping Account
uantity of Financial Instrument
uantity Type?
;ceessing (indicato);
;guested Settlement Date
;age Date/Time 1.845 000 Face Amount 19/10/09 19/10/09 0 00 on pale Normal Priority ettlementship

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esilPrice:Format

raxable income Per Share

Taxable income Per Share Format

Faxable income Per Share Format

Excurrency

Delivery Without Matching No Yes CA 18371 ansactionUndicator. tual.Settled.Amount Settlement Activity Stp.(E)(Soutlement:Date Stp.(E)(Value:Date Best:Matching:Instruction : 19/10/09 Settlement Parties Clearstream Depository, BC/Address Place of Settlement Physical Transaction Immediate Releases [6B] BKNY MELLON, LDN IRVTGB2XGPT CEDELULLXXX - Clearstream No No Clearstream 83611 BANCA ALETTI + C. SPA-CLIENT A/C CONSBLOK XS0208459023 OCE CONSENT YOUR INX **Settlement Parties** Type/C Party Account

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CLEARSTREAM

Receiving Agent

Additional Information

Input Media

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16.40 CET Clearstream Banking - CreationOnline BSMauro References Typet 02M89A0005BJ Clearstream 0000000065486264 **CA** Notification History Status V Reason Narrative **CELLIMES**tam Settled 19/10/09 16:06 Settlement Processing Accepted 19/10/09 16.06 Receipt 19/10/09 16:06 Processing **Current Activity-Status** Status Reason/Narrative

Settled

Settlement

CETal imestamp: User: Activity

19/10/09 16.06

Page 78/80 19/10/09

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
Security Post Release		
Trade Details		
Type of Settlement Trasaction	Securities Blocking	
Pool Reference		
Pool Reference Function of Message	New Message	
Instruction Type	Receive Free	
Activity-Status	Settlement-Settled	
ÍSIN Code	XS0210782552	
ISIN Gode Com m on Gode	021078255	
Financial Instrument Description	EUR FL.R LEHWAN BROS TREAS CO BV 05-2013	
Rlace, of: Safe Keeping Common Code, Type	IRVTGB2XGPT	
Common Code Type	Single	
Reason:Narrative		
Senderls Reference	NONREF	
L'ast Update	19/10/09 16 06	
Previous Reference-		
Deal Reference		
Common Reference		
Safekeeping Account	83611 - BANCA ALETTI + C SPA-CLIENT A/C	
Quantity of Financial Instrument	1 289.000	
	Face Amount	
Quantity Type Processing indicator		
Processing indicator Requested Settlement Cate	19/10/09	
Trade Date/Time	19/10/09 0 00	
Closing Date		
Priority	Normal Priority	
Trionity .		
Settjement Amount		
Currency Guaçanteed Delivery Deal Brice:	No	
Guaranteed Delivery		
Deal Price		
Deal Price Currency		
Deal Price Format Taxable income!Per Share		
Taxable income Per Share Currency.		
Taxable Income Per Share Format		
FX Currency.	Yes	
Delivery/Without Matching	Tes	
Deal	GA 18363	
irano Common	CA 10003	
	Settlement Activity	
Transaction Indicator	Selection Activity	
Actual Settled Amount	19/10/09	
Exp./Eff-Settlement.Date	19/10/09	
Exp./Eff. Value Date		
Best Matching Instruction		有数数据的
Settlement Parties		,
Clearstream Depository	(6B) BKNY MELLON, LDN	
BIC Address	IRVTGB2XGPT	
Place of Settlement Physical Transaction	CEDELULLXXX - Clearstream	
	No	
lmmediate Release	No and the second secon	
Delivering Agent	Clearstream	
Rarty.	83611	
Description	BANCA ALETTI + C. SPA-CLIENT A/C	
Settlement Processing Narrative	CONSBLOK XS0210782552 OCE CONSENT YOUR INX	

Settlement	Parties
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Possiving Agent	CLEARSTREAM	83611 Surfugelyne gerigen fer en stad beleg fan Stadelling with AUStadelling fan 1900. De 1901 fan 1901 in 1901 in 19
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16.40 CET Clearstream Banking - CreationOnline **BSMauro** References Reference Type 02M89A0005B8 Clearstream 0000000065486563 **CA Notification** History CET Timestan Settlement 19/10/09 16.06 Processing Accepted 19/10/09 16.06 Receipt 19/10/09 16:06 Processing

Current Activity-Status

GEI Flimestamo User Activity Status Reason Narrative.

19/10/09 16.06 Settlement Settled

BSMauro	Clearstream Banking - CreationOnline	16.40 CET
Security Post Release		
Trade Details	。 · · · · · · · · · · · · · · · · · · ·	
Type of Settlement Trasaction	Securities Blocking	
Pool Reference Function of Message	New Message	
	Receive Free	
Activity Status	Settlement-Settled	
Activity Status ISIN Code	XS0211814123	
Commoni@ode	021181412	
Financial instrument Description	EUR 7,00 LEHMAN BROS TREAS CO.BV 05-2017	
Place of Safekeeping Common Code Type	Single	
Reason Narrative		
Sender/s Reference	NONREF	
Last Update	19/10/09 16:06	
Previous/Reference		
Deal Reference:		
Common Reference	题 83611 - BANCA ALETTI + C SPA-CLIENT A/C	
Safekeeping Account	1 319.000	
Quantity of Financial Instrument Quantity Type	Face Amount	
Processing Indicator		
Requested Settlement Date:	19/10/09	
Trade Date/filme	19/10/09 0 00	
Closing Date	Negation Deligibi	
Priority	Normal Priority	
Semonent Amounts currency		
Guaranteed/Delivery	No	
Deal Price		
Deal Price Offrency:		
Deal Price Format		
Taxable(Income Per Share)		
Taxable Income Per Share Currency Taxable Income Per Share Format		
P.COLII GIOLY		
Delivery Without Matching	Yes	
Deal		
Trano	CA 18364	
Common	Settlement Activity	
Transaction Indicator Actual Settled Amount	eg Seluerrent Activity	
Em /El/ Settlemen Date	19/10/09	
Exp./Eff.Value Date:		
Best Matching/Instruction		
Settlement Parties	MATE.	na na manakan kacamatan dari kacamatan dari kacamatan dari kacamatan dari kacamatan dari kacamatan dari kacama Managaran
Clearstream Depository	[6B] BKNY MELLON, LDN BIRVTGB2XGPT	
BIC Address	CEDELULLXXX - Clearstream	
Place of Settlement Physical Transaction	No	
Immediate Release	No	
Delivering Agent 11	Clearstream	
Berty .	83611	
Description	BANCA ALETTI + C SPA-CLIENT A/C CONSBLOK XS0211814123 OCE CONSENT YOUR INX	
Settlement:Processing Narrative	CONSECUT VOICE LIGHTED OCC PONCHALL LOCK HAV	

Settlement Parties

When the second second	Format	Party Account
Receiving Agent	CLEARSTREAM	83611 - Despuis Princip des <u>Maries de Carles de La Personal de la Carles de la C</u>
Additional Information		and the second of the control of the
Imput Media	Internal	

19/10/09 Page 5/80

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BSMauro Clearstream Banking - CreationOnline 16.40 CET

References

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 Reference

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History

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 Reason Variative

 19/10/09 16.06
 Settlement
 Settled

 19/10/09 16.06
 Processing
 Accepted

 19/10/09 16.06
 Processing
 Receipt

Current Activity-Status

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19/10/09

Page 6/80

16.40 CET Clearstream Banking - CreationOnline **BSMauro**

Security Post Release

Trade Details

Type of Settlement Trasaction: PoolReference
Function of Message
Instruction Type
Activity Status
SIN Code
Common Code immon code :
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ilace of Safak cepling
common code Type
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ender's Reference
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al Reference

Securities Blocking

New Message Receive Free Settlement-Settled XS0211093041 021109304

EUR 7,50 LEHMAN BROS TREAS CO.BV. 05-2015

IRVTGB2XGPT Single

NONREF 19/10/09 16 06

83611 - BANCA ALETTI + C SPA-CLIENT A/C

2.027 000 Face Amount

19/10/09 19/10/09 0 00

Normal Priority

No

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Actual Settled Amount
Express Settlement Oate
Express Value Date
Best Matching instruction
Settlement Parties

CA18367

Yes

Settlement Activity

19/10/09

Clearstream Depository
EIC Address
Place or Settlement
Physical Transaction
Immediate Release
Delivering Agent

[6B] BKNY MELLON, LDN IRVTGB2XGPT

CEDELULLXXX - Clearstream

No Clearstream 83611

BANCA ALETTI + C. SPA-CLIENT A/C

CONSBLOK XS0211093041 OCE CONSENT YOUR INX

Settlement Parties

Typer Party Accounts CLEARSTREAM Receiving Agent 不可以 化环烷基基 不是的 医克斯特氏病 特拉克斯特斯基斯特斯特斯特 Additional Information

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16.40 CET Clearstream Banking - CreationOnline **BSMauro**

References

Reference Type 02M89A0005AT Clearstream 0000000065486556 CA Notification

History

ReasoniNarrative CELETIMESIAM P Settlement 19/10/09 16.06 Processing Accepted

19/10/09 16.06 Receipt Processing 19/10/09 16 06

Current Activity-Status

Status Reason Narrative: CEI Timestamp. User Settled

Settlement 19/10/09 16:06

19/10/09

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BSMauro	Clearstream Banking - CreationOnline 16.40 CE
Security Post Release	
Trade Details	and the control of the properties of the control of
Type of Settlement/Trasaction ு	Securities Blocking
Pool Reference .	
Function of Message	New Message
Instruction/Type	Receive Free
Activity-Status	Settlement-Settled
SIN Code Comπon≀Code	XS0213971210
Common Code	021397121
Financial Instrument Description	EUR 7,625 LEHMAN BROS TREAS CO.BV(W8 S)05-15 IRVTGB2XGPT
Place of Safekeeping	
Common Code Type	Manager Single Manager Single
Reason Narrative	NONDET
Senderis Reference Last Update	NONREF
Last Update	19/10/09 16.06
Previous Reference	
DealiReference	
Common Reference Safekeeping Account	38 N B 3611 - BANCA ALETTI + C SPA-CLIENT A/C
Salekteening Account Quantify of Financial Instrument	733 000
aliantity:Type	Face Amount
Processing Indicator	A CONTROLLED
Requested Settlement Date	19/10/09
Frade Date/Time	19/10/09 0.00
	10 10 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Siosing Date Priority	Normal Priority
Settlement Amount	
eurrancy	No
currency Gurranteed/Dallvary Deal/Price Deal/Price Currency	
Deal Price Currency	
DealiRrice Format	
Taxable income Per Share	
Taxable:Income Per Share Currency	
Täxable Income Per Share Format	
X/Currency -	
Delivery Without Matching	Yes
Deal/	
Trano	CA18365
Common	
Bommon Transaction indicator	Settlement Activity
Actual Settled/Amount	
Exp./Eff./Settlement/Date	19/10/09
Exp./Eff. Value Date	
Best/Matching Instruction:	
Settlement Parties	
Clearstream Depository	[6B] BKNY MELLON, LDN
BIC/Address	IRVTGB2XGPT
Place of Settlement:	CEDELULLXXX - Clearstream
Physical Transaction	No No
mmediate Release	No No
Delivering Agent	Clearstream
Party	83611
Description	BANCA ALETTI + C SPA-CLIENT A/C
Settlement:Processing Narrative	CONSBLOK XS0213971210 OCE CONSENT YOUR INX

Settlement Parties

Receiving Agent	CLEARSTREAM	83611	
Additional Information			
	Internal		

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16.40 CET Clearstream Banking - CreationOnline BSMauro References Type Reference 02M89A0005AK Clearstream 0000000065486555 CA Notification History :: Status ReasoniNarrative CET Timestamp User Activity Settled 19/10/09 16:06 19/10/09 16:06 Processing Accepted 19/10/09 16 06 Processing Receipt

Current Activity-Status

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BSMauro	Clearstream Banking - CreationOnline	16.40 CET
Security Post Release		
Trade Details		18.00
Type of Settlement trasaction	Securities Blocking	
P00 Reference		
Function of Message	New Message	
instruction Type:	Receive Free	
Activity Status	Settlement-Settled ·	
SIN Code	XS0213416141	
Bommon Code	021341614	
Financial instrument Description	EUR 8,25 LEHMAN BROS.TREAS.CO.BV(W8 S)05-2035 RV TGB2XGPT	
lace of Safekeeping	Single	
Common Code Type	onge	
Reason Narrative	NONREF	
senders Reference astUpdate	19/10/09 16.06	
revious:Reference		
Deal Reference		
Common Reference		
safekeeping Account	83611 - BANCA ALETTI + C. SPA-CLIENT A/C	
Quantity of Financial Instrument	5 000	
quantity Type	Face Amount	
rocessing Indicator		
equested Settlement Date	19/10/09	
rade Date/Time	19/10/09 0 00	
losing Date		
	Normal Priority	
ettlement Amount		
urrency	No.	
itaranteed Delivery		
ealPrice ealPrice:Currency		
eal Price Formate		
ixable Income Per Share		
axable Income Per Share Currency		
axable income Per Share!Format		
X ⁱ Currency		
Delivery Without Matching	Yes	
Seal		
rano de la companya d	CA18358	
ommon		
ransaction indicator	Settlement Activity	
cival Settled Amount	40/40/00	
xp/Eff. Settlement Date.	19/10/09 5.5	
xp/Eff:Value Date Sest Matching Instruction		
Settlement Parties		400 100
learstream Depository	[6B] BKNY MELLON, LDN	
SIC Address	IRVTGB2XGPT	
Place of Settlement	CEDELULLXXX · Clearstream	
Physical:Transaction	No No	
mmediate Release	No No	
Selivering Agent	Clearstream	

Settlement Parties

Type	- Format	Rarty Account
Receiving Agent	CLEARSTREAM	83611
Input Media	Internal	

BANCA ALETTI + C. SPA-CLIENT A/C

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19/10/09 Page 15/80

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16.40 CET Clearstream Banking - CreationOnline BSMauro

References

Type 02M89A0005AS

Clearstream CA Notification

0000000065486558

History

Status Reason Narrative CET Timestamp Settled Settlement 19/10/09 16 06 Processing Accepted 19/10/09 16.06

19/10/09 16:06 Processing Receipt

Current Activity-Status

Activity Status Reason Narratives CET.Timestamp User Settled 19/10/09 16:06 Settlement

Clearstream Banking - CreationOnline 16.40 CET **BSMauro Security Post Release Trade Details** Type of Settlement:Trasaction
Pool:Reference
Function of Message
Instruction Type,
Activity Status:
ISIN Code. Securities Blocking New Message Receive Free Settlement-Settled XS0229269856 Common Code 022926985 Financial Instrument Description Place of Safekeeping Common Code Type Reason Narrative Sender's Reference Last Update EUR 5,125 LEHMAN BROS. UK CAP FUND.II(1)05-XX **IRVTGB2XGPT** Single NONREF 19/10/09 16:06 Previous Reference Deal Reference Deal Reference
Common Reference
Safekeeping Account
Quantity of Financial Instrument
Quantity Type
Processing Indicator
Requested Settlement Date
Trade Date/Time
Closing Date
Process 83611 - BANCA ALETTI + C SPA-CLIENT A/C 15 000 Face Amount 19/10/09 19/10/09 0.00 Normal Priority Settlement Amount Currency Guaranteed Delivery Guaranteed De livery
Deal Price
Deal Price Currency
Deal Price Format
Taxable Income Per Share
Taxable Income Per Share Gurrency
Taxable Income Per Share Format
FX Gurrency
Delivery Without Matching:
Deal:
Trano
Common Nο Yes CA 18359 Common Transaction Indicator Actual Settled Amount Settlement Activity Exp./Eff: Settlement Date 19/10/09 Exp./Eff. Value Date Settlement Parties Clearstream Depository [6B] BKNY MELLON, LDN BIC Address IRVTGB2XGPT Place of Settlement.... CEDELULLXXX - Clearstream

Physical Transaction : No No

linmediate Release Delivering Agent Clearstream Party Description 83611

BANCA ALETTI + C. SPA-CLIENT A/C

settlem ent Proces CONSBLOK XS0229269856 OCE CONSENT YOUR INX

Cattlement Dortice

Settlement Parties			
Type	Format	Parity	Account
Receiving Agent	CLEARSTREAM	83611	
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Input Media	tnternal		

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16.40 CET Clearstream Banking - CreationOnline BSMauro References Type : Reference 02M89A0005AV Clearstream 0000000065486638 CA Notification History Status Reason Narrative CET Time stamp Settled 19/10/09 16:06 Settlement Accepted Processing 19/10/09 16:06 Receipt 19/10/09 16:06 Processing

Current Activity-Status

GET TimeStamp User Activity Status Reason.Natrative 19/10/09 16 06 Settlement Settled

16.40 CET Clearstream Banking - CreationOnline **BSMauro**

Security Post Release

Trade Details Type of Settlement Trasaction Pool Reference Securities Blocking Function of Message Instruction Type New Message Receive Free Instruction year Activity-Status Settlement-Settled ISIN:Code XS0220704109 Common Code Financial instrument Description 022070410 EUR 7 LEHMAN BROS.TREAS.CO.BV 05-2017 Place of Safekeeping IRVTGB2XGPT Common Code Type Reason Narrative Single Sender's Reference Last Update NONREF 19/10/09 16:06 Last: Update
Previous Reference
Deal: Reference
Common Reference
Safekeeping: Account
Quantity of Financial linstrument:
Quantity Type
Processing Indicator
Requested Settlement Date
Trade Date/Time 83611 - BANCA ALETTI + C SPA-CLIENT A/C 65.000 Face Amount 19/10/09 19/10/09 0.00 Trade Date/Time
Closing Date
Priority
Settlement Amount
Currency
Guaranteed Delivery
Deal Price Normal Priority No Deal Price:
Deal Price: Currency
Deal Price: Formal
Taxable: Income Per Share
Taxable: Income Per Share Currency
Taxable: Income Per Share Formal FX.Currency ... Delivery Without:Matching Deal Yes Deal CA 18357 Trano Common Transaction Indicator Settlement Activity Actual Settled Amount Exp:/Eff: Settlement Date 19/10/09 Exp:/Eff. Value Date Best Matching Instruct

Settlement Parties

Clearstream Depository BIC Address Place of Settlement [6B] BKNY MELLON, LDN IRVTGB2XGPT CEDELULLXXX - Clearstream Physical Transaction Immediate Release No No Délivering Agent Clearstream

Party 83611 Déscription BANCA ALETTI + C. SPA-CLIENT A/C

CONSBLOK XS0220704109 OCE CONSENT YOUR INX Settlement Processing Narrative

Settlement Parties

Settlettellt Falties			
Tune Sales	Format	Party:	Account
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Receiving Agent	CLEARSTREAM	83611	
	· 18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	선생님 생각에 한다는 반간 경우를 하는 것은 무섭한다.	。 東西語歌 東京 1995年 第四十四十四十四十四十四十四十四十四十四十四十四十四十四十四十四十四十四十四十
Additional Information	er og til film og er allegtig er skriverer er	ing the expectation of the expec	established an extended the event of the cetter and other continuous
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BSMauro Clearstream Banking - CreationOnline 16.40 CET

References

 Type
 Reference

 Clearstream
 02M89A0005B1

 CA Notification
 000000065486546

History

 CET Time stamp
 Use
 Activity
 Status
 Reason Narrative

 19/10/09 16.06
 Settlement
 Settled

 19/10/09 16.06
 Processing
 Accepted

 19/10/09 16.06
 Processing
 Receipt

Current Activity-Status

19/10/09

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16.40 CET Clearstream Banking - CreationOnline **BSMauro Security Post Release** THE STATE OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PARTY OF THE PROPERTY OF THE **Trade Details** Type of Settlement Trasaction Securities Blocking Pool Reference
Function of Message
Instruction Type
Activity-Status:
ISIN Code New Message Receive Free Settlement-Settled IT0006578600 Common Code Financial Instrument Description 023985071 EUR 7 LEHMAN BROTHERS (FXR-FLR)05-2017 Riace of Safekeeping Common Code Type Reason Narrative Sender is Reference Last Update MOTIFIMMXXX Single NONREF 19/10/09 16 06 Last Update
Previous Reference
Deal Reference
Common Reference
Safekeeping Account
Quantity of Financial instrument
Quantity Type 83611 - BANCA ALETTI + C SPA-CLIENT A/C 140 000 Face Amount Processing indicator
Requested Settlement Date
Trade Date/Time
Closing Date 19/10/09 19/10/09 0.00 Priority
Settlement Amount
Currency Normal Priority Guaranteed Delivery No Guaranteed Delivery.

Deal Price

Deal Price Currency.

Deal Price Format

Taxable Income Per Share

Taxable Income Per Share Currency

Taxable Income Per Share Format Delivery Without Matching: Yes Deal CA 18361 Common Transaction indicator Actual Settled Amount Settlement Activity Exp./Eff. Settlement Date, Exp./Eff. Value Date Best Matching Instruction 19/10/09 en la grandiga terratikan di langga berangga kangga penggan berangga berangga berangga berangga berangga berang Settlement Parties Clearstream Depository BIC Address Place of Settlement [80] INTESABCI BANK SPA BCITITMMXXX CEDELULLXXX - Clearstream Physical Transaction No Immediate Release No Clearstream Delivering Agent Party 83611 BANCA ALETTI + C. SPA-CLIENT A/C Description. Settlement Processing Narrative CONSBLOK IT0006578600 OAL CONSENT YOUR INX

Settlement Parties

Settlement Parties		
Tunes	Format	Party Accounts
	CLEARSTREAM	83611
Receiving Agent		- The Article Control of the Section (2015年度) Article (
Additional Information		A CONTRACT OF THE CONTRACT OF
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16.40 CET Clearstream Banking - CreationOnline **BSMauro** References Type Reference: 02M89A0005B4 Clearstream 0000000065487145 **CA Notification** History Status Reason Narrative Settled 19/10/09 16 06 Settlement Accepted 19/10/09 16.06 Processing Receipt 19/10/09 16.06 Processing

Current Activity-Status

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16.40 CET Clearstream Banking - CreationOnline **BSMauro**

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Security Post Release

Trade Details Trade Datails
Type of Settlement Trasaction:
Pool Reference:
Function of Message
Instruction Type
Activity Status
ISIN Code
Common Code
Financial Instrument Description
Place of Safekeeping

Place of Safe ke eping Common Code Type Reason Narrative Reason Narrative
Sender's Reference
Last Update
Previous Reference
Common Reference
Safekceping Account
Quantity of Financial Instrument
Quantity Type
Processing Indicator
Requested Settlemant Date
Trade Date/Time
Closing Date

Closing Date

Settlement Amount Currency Currency
Guaranteed Delivery
Deal Price
Deal Price Currency
Deal Price Format
Taxable Income Per, Share
Taxable Income Per Share Currency
Taxable Income Per Share Format
FX Currency

FX Currency Delivery Without Matching

ransaction indicator . Actual Settled Amount Exp./Eff.Settlement Date Exp./Eff. Value Date

sest Matching Instruction Settlement Parties

Člearstřeám Depository BIČ Address

Place of Settlement. Physical Transaction Immediate Release Delivering Agent?

Party Description Settlement Processing Narrat Securities Blocking

New Message Receive Free Settlement-Settled XS0276162327 027616232

EUR 0,00 LEHMAN BROS TREAS CO.BV 06-2010 IRVTGB2XGPT

NONREF 19/10/09 16:06

Single

83611 - BANCA ALETTI + C. SPA-CLIENT A/C

102.000 Face Amount

19/10/09 19/10/09 0:00

Norma) Priority

No

Yes

CA 18349

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BSMauro Clearstream Banking - CreationOnline 16.40 CET

References

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Clearstream Banking - CreationOnline 16.40 CET **BSMauro** Security Post Release **Trade Details** Trade Details
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Settlement Parties

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EXHIBIT 4

Written Consent June 9, 2005

06/0B/2005

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UNANIMOUS WRITTEN CONSENT OF THE

EXECUTIVE COMMITTEE OF THE

BOARD OF DIRECTORS OF

LEHMAN BROTHERS HOLDINGS INC.

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT.

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RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and ourstanding on the determined, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, ourstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Grananteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegae thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intern of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

Richard S. Puld. Jr.

John D. Macomber

06/08/2005

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Schedule A to LBHI Unanimous Written Consent dated June 9, 2005

	Name of Subsidiary	issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

ii BANCA ALETTI

United States Bankruptcy Court/Southern District of New York

Epiq Bankruptcy Solutions, LLC Attn: Lehman Brothers Holdings Claims Processing 757 Third Avenue, 3rd Floor New York, NY 10017

Banca Aletti & C. S.p.a.
Tel. +390243358107
Fax +390243358364
E-mail:
massimo.zerbino@alettibank.it

Ocotber 23, 2009

BANCA ALETTI & C. S.P.A. - PROOF OF CLAIM AGAINST LEHMAN BROTHERS HOLDINGS INC.

To: United States Bankruptcy Court/Southern District of New York

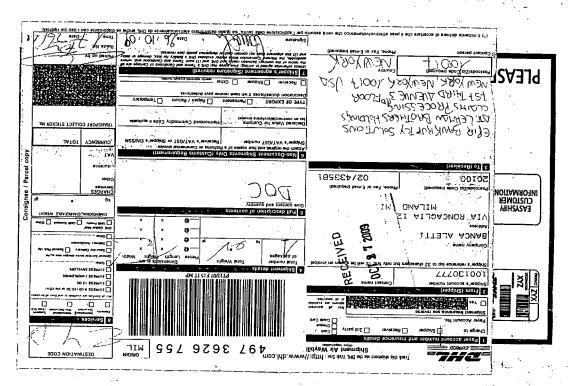
Enclosed please find two original copies of the proofs of claim hereby filed by Banca Aletti & C. S.p.a. against Lehman Brothers Holdings Inc., together with photocopies of the original proofs of claims. Please retain and time-stamp the original proofs of claim and please time-stamp and return the photocopies (time-stamped as "RECEIVED") by using the enclosed prepaid envelop.

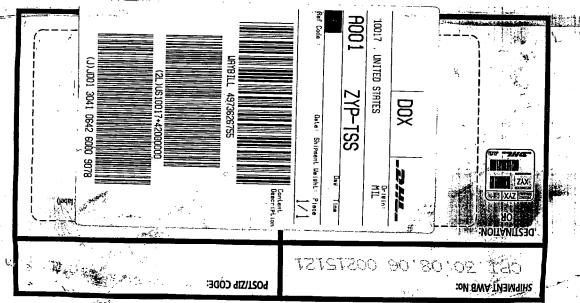
Kind regards,

Banca Aletti & C. S.p.A.

General Manager

Mr. Maurizio Zancanaro





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United States Bankruptcy Court/Southern District of New York			LEHMAN SECURITIES PROGRAMS			
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In Re: Lehman Brother	s Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP)	1(111 1111	. 11. (1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		
Debtors.		(Jointly Administered)				
Note: This form Programs Securi	may not be used to file claims ities as listed on http://www.lef	other than those based on Lehman <u>man-docket.com</u> as of July 17, 2009		111111111111111111111111111111111111111		
Name and addre	ess of Creditor: (and name and a	address where notices should be sent if diff	ferent from Creditor)	☐ Check this box to indicate that this claim amends a previously filed claim.		
•	Commerciale della Repubblica	di San Marino S.p.A.		Court Claim Number:		
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Date. October 23, 2009	or other person authorized to	this claim must sign it. Sign and print nam file this claim and state address and teleph copy of power of attorney/if any.	one number if different from the	OCT 27 2009		
	Name: Luigi Lonfernini Title	Lui / Lea	lerwi-	EPIQ BANKRUPTCY SOLUTIONS, LLC		
	Penalty for presenting fra	udulent claim: Fine of up to \$500,000 of it	mprisonment for up to 5 years, or l	ooth, 18 U.S.C. §§ 152 and 3571		

	X
Debtors.	(Jointly Administered)
Lehman Brothers Holdings Inc., et al.	Case No. 08-13555 (JMP)
In re:	Chapter 11
UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	X

ANNEX TO PROOF OF CLAIM OF <u>BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO</u> S.P.A.

- 1. <u>Claimant</u>. Banca Agricola Commerciale della Repubblica di San Marino S.p.A. (the "Claimant"), hereby files the accompanying proof of claim (the "Proof of Claim") against Lehman Brothers Holdings Inc. (the "Debtor"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "Petition Date"), as described more fully below.
- Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. (the "Obligor") and guaranteed by the Debtor (each a "Program Security" and, together, the "Program Securities") identified on the list of Lehman Program Securities, which is available on the Debtors' website, http://www.lehman-docket.com under the heading "Key Documents." The International Securities Identification Number ("ISIN") identifying each Program Security, along with the respective Euroclear Bank electronic instruction reference number and the Euroclear Bank account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in <a h

attached hereto. The Program Securities have the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

- 3. <u>Claim.</u> The Claimant is authorized to act on behalf of the holders of certain securities described more fully in <u>Exhibit 1</u> hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 1,931,973.42, <u>plus</u>, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "Claim"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.
- 4. <u>Security Interests and Priority Status</u>. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.
- 5. <u>Claims, Counterclaims, Setoffs and Defenses</u>. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.
- 6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or

person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

ISIN Code	Euroclear electronic instruction reference #	Euroclear account #	Sub- custodian account #	Issuer	Nominal Amount
XS0176153350	6034125	Euroclear 12462	200301	Lehman Brothers Treasury Co. B.V.	€ 40,000.00
XS0181945972	6034129	Euroclear 12462	200301	Lehman Brothers Treasury Co. B.V.	€ 300,000.00
XS0208459023	6034137	Euroclear 12462	200301	Lehman Brothers Treasury Co. B.V.	€ 500,000.00
XS0211093041	6034139	Euroclear 12462	200301	Lehman Brothers Treasury Co. B.V.	€ 500,000.00

ISIN Code	Nominal Amount (EUR)	Interest** (EUR)	Total (EUR)	Nominal Amount (USD) *	Interest (USD) *	Total (USD) *
XS0176153350	40,000.00	1,137.07	41,137.07	56,604.00	1,609.07	58,213.07
XS0181945972	300,000.00	7,176.54	307,176.54	424,530.00	10,155.52	434,685.52
XS0208459023	500,000.00	11,177.10	511,177.10	707,550.00	15,816.71	723,366.71
XS0211093041	500,000.00	5,765.05	505,765.05	707,550.00	8,158.12	715,708.12
Total Claim Am	Total Claim Amount					

^{*}Amounts due in EUR have been converted to US Dollars using the exchange reference rate published on Web Site of Banca D'Italia, section "Euro Foreign Exchange references rates as of 15 Sep 2008" (www.bancaditalia.it/banca_ centrale/cambi/rif/2008/09/cambi_rif_1509_en.htm) for September 15, 2008: 1 EUR = 1.4151 USD

^{**} Interest accrued until September 14, 2008 (included).

08-13555-mg Doc 52597-1 Filed 04/27/16 Entered 04/27/16 16:10:08 Attachment Pg 152 of 283

EXHIBIT 3

Evidence of Ownership



BANCA AGRICOLA COMMERCIALE Della Repubblica di San Marino Via Oddone Scarito 13 Borgo Maggiore **RSM**

Lugano, 08.10.2009

LEHMAN BROTHERS BONDS

Dear Sirs,

we hereby confirm you that, at present date, we have deposited on your behalf, on our 12462 account with Euroclear Bank, the securities of the attached list.

Best regards.

UNICREDIT (SUISSE) BANK SA Vado h

MAILEUNICREDITSUISSE.CH

ISIN CODE

CURR

AMOUNT

ACC. AT EUROCLEAR BAC ACC. WITH UNICREDIT SUISSE

950'000 500'000 500'000

XS0252835110

LEHMAN BROS 2011 FLR LEHMAN BROS 2016 FLR LEHMAN BROS 2016 FLR

XS0254171191 XS0208459023 XS0211093041 XS02181945972 XS0181945972 XS0268648952 XS0183944643

XS0189741001 XS0252834576 XS0179304869 XS0176153350

6 3/8 LEHMAN BROS 2011

LEHMAN BROS 2008 FLR LEHMAN BROS 2013 FLR

4 LEHMAN BROS 2011

4.75 LEHMAN BROS 2014

LEHAMAN BROS 2016 FLR

300'000 250'000 220'000 220'000 170'000 56'000 40'000 20'000

12462 12462 12462 12462 12462 12462 12462 12462 12462 12462

200301 200301 200301 200301 200301 200301 200301 200301 200301 200301 200301

LEHMAN BROS 2011 FLR

LEHMAN BROS 2015 FLR LEHMAN BROS 2014 FLR

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Lugano, 12.10.2009

Vide L

Custody: Valid Instructions - 08/10/09 13:22:32

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VALIDATED INSTRUCTIONS
                    ACCOUNT 12462
                                                    08/10/09
                                                    06:1B
          EUCLID VALIDATION DATE: 06/10/2009
CUSTODY SERVICE
79:TYP-SUBT-CPN 35A:NOMINAL...AMOUNT 30:SET.DAT 72:P-N.DAT (E/C REF)
 20:YOUR...REFERENCE USER....NBR TIMESTAMP
               SECURITY..... DESCRIPTION CUR EUCLID.STAT PARTSTAT
35B:
 77D: REGISTRATION (RG)
 87F: CORRESPONDENT (CO)
 88D: BENEFICIARY (BE)
 77R:CERTIFICATION (CE)
 80B:PROXY (PR)
 79: REC: REMARKS TO RECIPIENT (RR)
 72:EOC:REMARKS TO EOC
MESSAGES FROM EOC
              35A:
                          20000 30:051009 72:
                                                          (6030507)
79: 37-
```

17:18:18

0041 91 9109559

35B:XS0128857413 LEHMAN BROTHERS HOL 6.37500 10/05/11 EUR IPRO (FUT)
88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
CONTACT SIMONA PACI 00378 871254 AMM.TITOLI AT BAC.SM

20:LEHMAN 1

72:EOC:P. ALESSANDRINI

Custody: Valid Instructions - 08/10/09 13:21:44

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ACCOUNT 12462
VALIDATED INSTRUCTIONS
                                                     08/10/09
                                                     06:18
          EUCLID VALIDATION DATE: 08/10/2009
CUSTODY SERVICE
79:TYP-SUBT-CPN 35A:NOMINAL...AMOUNT 30:SET.DAT 72:P-N.DAT (E/C REF)
  20:YOUR...REFERENCE USER....NBR TIMESTAMP
                SECURITY..... DESCRIPTION CUR EUCLID.STAT PARTSTAT
 77D: REGISTRATION (RG)
 87F: CORRESPONDENT (CO)
 88D:BENEFICIARY (BE)
 77R:CERTIFICATION (CE)
 80B:PROXY (PR)
 79: REC: REMARKS TO RECIPIENT (RR)
 72:EOC:REMARKS TO EOC
MESSAGES FROM EOC
                          250000 30:071009 72:
                35A:
  20:LEHMAN 12
                                 16:15:18
35B:XS0268648952 LEHMAN BROTHERS HOL 4.25000 00/09/16 EUR IPRO (FUT )
 88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
                                    STEFANO CATALDO 00378 871286
     EMAIL LEGALE AT BAC.SM
                                          0041 91 910 9536
 72:EOC:WEBER SACHA
                35A:
                          950000
                                   30:071009 72:
                                                            (6034146)
79: 37-
  20:LEHMAN 11
                                 16:14:45
                                            00/05/16 EUR IPRO (FUT )
35B:XS0254171191 LEHMAN BROTHERS HOL VAR
 88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
                                       STEFANO CATALDO 00378 871286
     EMAIL LEGALE AT BAC.SM
                                          0041 91 910 9536
 72:EOC:WEBER SACHA
                                   30:071009 72:
                                                            (6034144)
                         5250000
                35A:
79: 37-
  20:LEHMAN 10
                                 16:14:15
                                            04/05/11 EUR IPRO (FUT )
35B:XS0252835110 LEHMAN BROTHERS HOL VAR
 88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
                                       STEFANO CATALDO 00378 871286
     EMAIL LEGALE AT BAC.SM
                                          0041 91 910 9536
 72:EOC:WEBER SACHA
79: 37-
                                  30:071009 72:
                                                            (6034141)
                35A:
                            70000
  20:LEHMAN 9
                                 16:13:47
35B:XS0252834576 LEHMAN BROTHERS HOL 4.00000 04/05/11 EUR IPRO (FUT )
 88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
     EMAIL LEGALE AT BAC.SM STEFANO CATALDO 00378 871286
                                          0041 91 910 9536
 72:EOC:WEBER SACHA
                                   30:071009 72:
                           500000
79: 37-
  20:LEHMAN 8
                                 16:13:25
35B:XS0211093041 LEHMAN BROTHERS TRE 7.50000 16/02/15 EUR IPRO (FUT )
 88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
                                      STEFANO CATALDO 00378 871286
     EMAIL LEGALE AT BAC.SM
 72:EOC:WEBER SACHA
                                          0041 91 910 9536
                35A:
                           500000
                                    30:071009 72:
                                                            (6034137)
79: 37-
  20:LEHMAN 7
                                 16:12:51
 35B:XS0208459023 LEHMAN BROTHERS TRE 4.00000 30/12/16 EUR IPRO (FUT )
 88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
                                        STEFANO CATALDO 00378 871286
     EMAIL LEGALE AT BAC.SM
 72:EOC:WEBER SACHA
                                           0041 91 910 9536
                                   30:071009 72:
                                                            (6034133)
79: 37-
                           200000
                                  16:12:28
  20: LEHMAN 6
                                             00/04/11 EUR IPRO (FUT )
 35B:XS0189741001 LEHMAN BROTHERS HOL VAR
 88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA
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Custody: Valid Instructions - 08/10/09 13:21:44

EMAIL LEGALE AT BAC.SM STEFANO CATALDO 00378 871286 72:EOC:WEBER SACHA 0041 91 910 9536 30:071009 72: 79: 37-35A: 220000 (6034131) 20: LEHMAN 5 16:11:59 35B:XS0183944643 LEHMAN BROTHERS HOL 4.75000 16/01/14 EUR IPRO (FUT) 88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA EMAIL LEGALE AT BAC.SM STEFANO CATALDO 00378 871286 0041 91 910 9536 72:EOC:WEBER SACHA 300000 30:071009 72: 79: 37-35A: (6034129)20: LEHMAN 4 16:11:33 35B:XS0181945972 LEHMAN BROTHERS TRE 7.00000 00/01/14 EUR IPRO (FUT) 88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA EMAIL LEGALE AT BAC.SM STEFANO CATALDO 00378 871286 72:EOC:WEBER SACHA 0041 91 910 9536 56000 79: 37-35A: 30:071009 72: (6034127)20: LEHMAN 3 16:11:06 35B:XS0179304869 LEHMAN BROTHERS HOL VAR 03/11/08 EUR IPRO (FUT) 88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA EMAIL LEGALE AT BAC.SM STEFANO CATALDO 00378 871286 0041 91 910 9536 72:EOC:WEBER SACHA 30:071009 72: 79: 37-35A: 40000 (6034125)20:LEHMAN 2 16:10:28 35B:XS0176153350 LEHMAN BROTHERS TRE 7.00000 10/10/13 EUR IPRO (FUT) 88D:BANCA AGRICOLA COMMERCIALE DELLA REPUBBLICA DI SAN MARINO SPA

EMAIL LEGALE AT BAC.SM STEFANO CATALDO 00378 871286 72:EOC:WEBER SACHA

0041 91 910 9536

Written Consent June 9, 2005

06/08/2005

16:41

LEHMAN → 916467582653

NO.504

P01

UNANIMOUS WRITTEN CONSENT OF THE

EXECUTIVE COMMITTEE OF THE

BOARD OF DIRECTORS OF

LEHMAN BROTHERS HOLDINGS INC.

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees.

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent.

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS

ID=2023380294

P.02

NO.290 004 NO.504 002

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date bereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning cartain of the Grammteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto:

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegae thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an antorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to affect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 7, 2005

Richard S. Puld, Jr.

John D. Macomber

06/08/2005

16:41

LEHMAN → 916467582653

ND.504

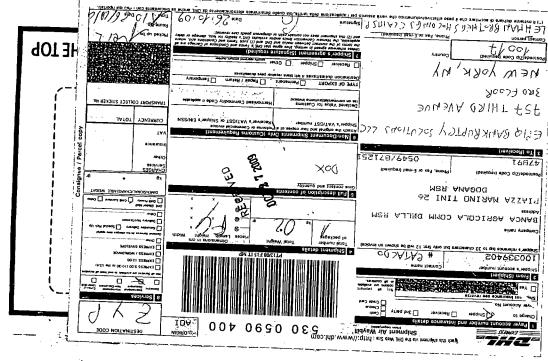
003

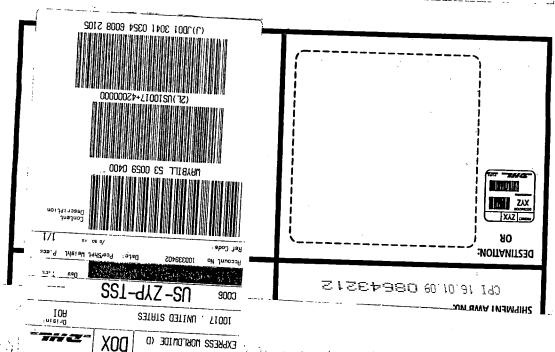
Schedule A to LBHI Unanimous Written Consent dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?		
1.	Lehman Brothers Asia Holdings Limited	No		
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)		
3.	Lehman Brothers Commercial Bank	No		
4.	Lehman Brothers Commercial Corporation	No		
5.	Lehman Brothers Commercial Corporation Asia Limited	No		
6.	Lehman Brothers Equity Finance (Cayman) Limited	No		
7.	Lehman Brothers Finance S.A.	No		
8.	Lehman Brothers Holdings Plc	Yes		
9.	Lehman Brothers International (Europe)	Yes		
10.	Lehman Brothers Japan Inc.	No		
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No		
12.	Lehman Brothers (Luxembourg) S.A.	No		
13.	Lehman Brothers OTC Derivatives Inc.	No		
14.	Lehman Brothers Securities Asia Limited	No		
15.	Lehman Brothers Securities N.V.	No		
16.	Lehman Brothers Special Financing Inc.	No		
17.	Lehman Brothers Treasury Co. B.V.	No		
18.	Lehman Re Limited	No		

EXTREMELY URGENT DO NOT SEND CASH, CASH EQUIVALENT OR JEWELLERY.

DHL's liability shall not exceed US\$ 100 for any shipment. See conditions of carriage on the airbill.





08-13555-mg Doc 52597-1 Filed 04/27/16 Entered 04/27/16 16:10:08 Attachment Pg 163 of 283

United States B	ankruptcy Court/Southern Dist	rict of New York		
	rs Holdings Claims Processing C	Center		SECURITIES PROGRAMS PROOF OF CLAIM
FDR Station, P.	aptcy Solutions, LLC O. Box 5076			
New York, NY				- Southern District of New York Brothers Holdings Inc., Et Al.
In Re: Lehman Brothe	rs Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP)	1	08-13555 (JMP) 0000050827
Debtors.	,	(Jointly Administered)	111.11.1111111	ET DO DE ROLL AL DO PETRO D'A
		other than those based on Lehman nan-docket.com as of July 17, 2009		
Name and addr	ess of Creditor: (and name and a	ddress where notices should be sent if diff	ferent from Cicunoi)	U спеск this box to indicate that this claim amends a previously filed claim.
	di Puglia e Basilicata S.C.p.A.			Court Claim Number:
Via Ottavio Ser 70022 Altamura	•			(If known)
Italy	` ,			
Attention: Mr.	Renato Quaranta			Elled on
Tolonhona num	ber: +39 080 8710342	Email Address: tesoreria.integrata@ban	oanonolaradinualiaehacilicata it	Filed on:
······································	ess where payment should be sen		icapopolareurpugnacoasmicata.tr	☐ Check this box if you are aware that anyone
Name and addit	ass where payment should be sen	a (11 different from above)		else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone num	ber:	Email Address:		particulars.
			claim amount must be the amount	owed under your Lehman Programs Securities as of
September 15,	2008, whether you owned the Le	hman Programs Securities on September	15, 2008 or acquired them thereaf	ter, and whether such claim matured or became
2008. If you ar	ted before or after September 15 e filing this claim with respect to	, 2008. The claim amount must be stated o more than one Lehman Programs Securi	in United States dollars, using the	exchange rate as applicable on September 15, the claim amounts for each Lehman Programs
	ch this claim relates.		.,,,,	
	im: See attached	(Required)		
		les interest or other charges in addition to		· · · · · · · · · · · · · · · · · · ·
		ation Number (ISIN) for each Lehman Promay attach a schedule with the ISINs for		in relates. If you are filing this claim with respect to o which this claim relates.
International S	Securities Identification Number	er (ISIN): <u>See attached</u>	(Required)	
				ocking reference number, as appropriate (each, a
				umber from your accountholder (i.e. the bank, ehman Programs Security, you may attach a
		ehman Programs Security to which this c		,,,,,
Clearstream B	ank Blocking Number, Eurocl	ear Bank Electronic Instruction Refere	ence Number and or other depos	itory blocking reference number:
See attached	(Requir	ed)		
4. Provide the 0	Clearstream Bank, Euroclear Bar	k or other depository participant account	number related to your Lehman P	rograms Securities for which you are filing this
claim. You mus	st acquire the relevant Clearstrea	m Bank, Euroclear Bank or other deposite Beneficial holders should not provide the	ory participant account number fro	om your accountholder (i.e. the bank, broker or other
Accountholder	rs Euroclear Bank, Clearstrear	n Bank or Other Depository Participan	nt Account Number:	
See attached	(Requir	ed)		
5. Consent to	Euroclear Bank, Clearstream	Bank or Other Depository: By filing th	is claim, you consent to, and are	FOR COURT USE ONLY
		earstream Bank or other depository to disc or the purpose of reconciling claims and		FILED / RECEIVED
				-
Date. October		nis claim must sign it. Sign and print nam le this claim and state address and telepho		OCT 2-8 2009
27 th , 2009	notice address above. Attach co	ppy of power of attorney, if any		
	Name: Raffaele D'Ecclesiis	Title: President MM Au	Li	EPIO BANKRUPTCY SOLUTIONS, LLC
	Penalty for presenting frau	dulent claim: Fine of up to \$500,000 or in	nprisonment for up to 5 years, or b	ooth. 18 U.S.C. §§ 152 and 3571

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	
In re:	-X Chapter 11
Lehman Brothers Holdings Inc., et al.	Case No. 08-13555 (JMP
Debtors.	(Jointly Administered)

ANNEX TO PROOF OF CLAIM OF BANCA POPOLARE DI PUGLIA E BASILICATA S.C.P.A.

- 1. <u>Claimant</u>. Banca Popolare di Puglia e Basilicata S.C.p.A. (the "Claimant"), hereby files the accompanying proof of claim (the "Proof of Claim") against Lehman Brothers Holdings Inc. (the "Debtor"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "Petition Date"), as described more fully below.
- 2. <u>Transactions Between the Parties.</u> The Claimant is the holder and is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. (the "Obligor") and guaranteed by the Debtor (each a "Program Security" and, together, the "Program Securities") identified on the list of Lehman Program Securities, which is available on the Debtors' website, http://www.lehman-docket.com under the heading "Key Documents." The International Securities Identification Number ("ISIN") identifying each Program Security, along with the respective Clearstream Bank blocking reference number and the Clearstream Bank, account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 attached hereto. The Program Securities have the benefit of an express, unconditional and

irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

- 3. <u>Claim</u>. The Claimant is the holder and is authorized to act on behalf of the holders of certain securities described more fully in <u>Exhibit 1</u> hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 1,228,803.16, <u>plus</u>, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "Claim"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.
- 4. <u>Security Interests and Priority Status</u>. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.
- 5. <u>Claims, Counterclaims, Setoffs and Defenses</u>. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.
- 6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the

jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

ISIN Code	Clearstream blocking reference #	Clearstream Account #	Sub-custodian account #	Iusser	Nominal Amount
XS0176153350	CA81609	81999	99/1/5385/23	Lehman Brothers Treasury Co. B.V	€ 60,000.00
XS0195431613	CA81618	81999	99/1/5385/23	Lehman Brothers Treasury Co. B.V	€ 25,000.00
XS0211093041	CA81648	81999	99/1/5385/22	Lehman Brothers Treasury Co. B.V	€ 400,000.00
XS0213971210	CA81657	81999	99/1/5385/22	Lehman Brothers Treasury Co. B.V	€ 360,000.00

ISIN Code	Monte Titoli blocking reference #	Monte Titoli Account #	Iusser	Nominal Amount
IT0006578600	82032999	5385.00	Lehman Brothers Treasury Co. B.V	€ 10,000.00

ISIN CODE	Nominal Amount (FOREIGN CURRENCY)	Interest ** (FOREIGN CURRENCY)	Total (FOREIGN CURRENCY)	Nominal Amount (USD) *	Interest (USD) *	Total (USD) *
IT0006578600	€ 10,000	€ 196.63	€ 10,196.63	14,201.00	279.23	14,480.23
XS0176153350	€ 60,000	€ 1,710.25	€ 61,710.25	85,206.00	2428.73	87,634.73
XS0195431613	€ 25,000	€ 211.18	€ 25,211.18	35,502.50	299.90	35,802.40
XS0211093041	€ 400,000	€ 4,624.66	€ 404,624.66	568,040.00	6,567.48	574,607.48
XS0213971210	€ 360,000	€ 3,550.68	€ 363,550.68	511,236.00	5,042.32	516,278.32
Total Claim Amount					USD \$	1,228,803.16

^{*} Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the Bloomberg for September 15, 2008: $1 \, \text{Eur} = 1.4201 \, \text{USD}$

^{**} Interest accrued until September 14, 2008 (included)

Evidence of Ownership

23. Ott. 2009 16:00

Nr. 2947 P. 1



Lehman Brothers Holdings Inc. Chapter 11, Case No. 08-13555 (JMP) (Jointly Administered)

STATEMENT

Istituto Centrale delle Bauche Popolari S.p.A., represented by Mr. LUCIANO MEROSO, in his capacity as Deputy Manager, having its registered office in Milan, Corso Europa 18, in order to allow its depositor holding Lehman Programs Securities, as defined by the order entered on July 2, 2009 by the U.S. Bankruptcy Court for Southern District of New York, to file a proof of claim against Lehman Brothers Holdings Inc.

CERTIFIES

That, at the date of October 23, 2009, Banca Popolare di Puglia e Basilicata s.c.p.a., having its registered office in Altamura (BA), via Ottavio Serena 13 is the depositor of the Lehman Programs Securities listed below and that Clearstream Bank, at our request, assigned to each Lehman Programs Security a blocking reference number, as stated below.

Issuer	ISIN Code	Currency	Nominal Amount	Clearstrc	Clearstream Account #	ICBPI Account #
				Blocking #		
LEHMAN 10/10/13 LKD	XS0176153350	EUR	60,000.00	CA81609	81999	99/1/5385/23
LEHMAN 03/11/08 TV	XS0179304869	EUR	80,000.00	CA81611	81999	99/1/5385/23
LEHMAN 5/4/11	XS0189741001	EUR	25,000.00	CA81613	81999	99/1/5385/23
LEHMAN 21/05/09 TV	XS0193035358	EUR	45,000.00	CA81614	81999	99/1/5385/23
LEHMAN 14/7/14 7%	XS0195431613	EUR	25,000.00	CA81618	81999	99/1/5385/23
LEHMAN 09/11/09 TV	XS0205185456	EUR	20,000.00	CA81642	81999	99/1/5385/23
LEHMAN 09/03/15 4%	XS0213899510	EUR	60,000.00	CA81655	81999	99/1/5385/23
LEHMAN 20/07/12 TV	XS0224346592	BUR	660,000.00	CA81663	81999	99/1/5385/23
LEHMAN 10/12 5.375%	XS0326006540	EUR	50,000.00	CA81669	81999	99/1/5385/23
LEHM TSY 2/15 S/D TM	XS0211093041	EUR	400,000.00	CA81648	81999	99/1/5385/22
LEHMAN 18/03/15 TV	XS0213971210	EUR	360,000.00	CA81657	81999	99/1/5385/22

ISTITUTO CENTRALE DELLE BANCHE POPOLARI SPA-

Capogruppo del Gruppo ICBPI

08-13555-mg Doc 52597-1 Filed 04/27/16 Entered 04/27/16 16:10:08 Attachment Pg 171 of 283

23. Ott. 2009 16:01

Nr. 2947 P. 2

-IX ICBPI

Yours faithfully, Istituto Centrale, delle Banche Popolari S.p.A.

Luciano Meroso Deputy Manager

Milan, 23 October 2009

08-13555-mg Doc 52597-1 Filed 04/27/16 Entered 04/27/16 16:10:08 Attachment Pg 172 of 283

Messaggio/i 717 Pagina 1 di 1



MONTE TITOLI S.p.A. CENTRO ELETTRONICO

[Disclaimer] [Copyright]

Written Consent June 9, 2005

06/08/2005

16:41

LEHMAN → 916467582653

NO.504 P01

UNANIMOUS WRITTEN CONSENT OF THE

EXECUTIVE COMMITTEE OF THE

BOARD OF DIRECTORS OF

LEHMAN BROTHERS HOLDINGS INC.

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT.

06-09-05 11:31 JDM INVESTMENTS

ID=2023380294

P.02

HD. 290 004 ND. 504 002

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto:

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegae thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an antorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intern of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

Dishard C Enld Ir

John D. Macomber

06/08/2005

16:41

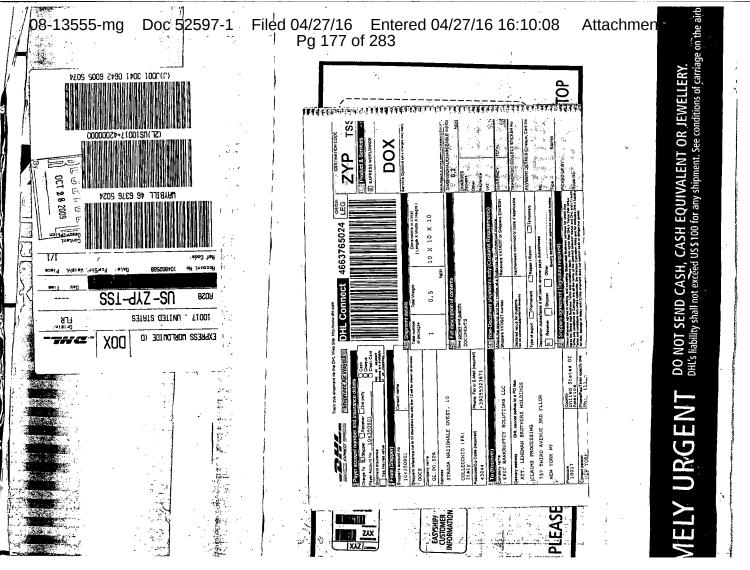
LEHMAN → 916467582653

NO.504

003

Schedule A to LBHI Unanimous Written Consent dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?	
1.	Lehman Brothers Asia Holdings Limited	No	
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)	
3.	Lehman Brothers Commercial Bank	No	
4.	Lehman Brothers Commercial Corporation	No	
5.	Lehman Brothers Commercial Corporation Asia Limited	No	
6.	Lehman Brothers Equity Finance (Cayman) Limited	No	
7.	Lehman Brothers Finance S.A.	No	
8.	Lehman Brothers Holdings Plc	Yes	
9.	Lehman Brothers International (Europe)	Yes	
10.	Lehman Brothers Japan Inc.	No	
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No	
12.	Lehman Brothers (Luxembourg) S.A.	No	
13.	Lehman Brothers OTC Derivatives Inc.	No	
14.	Lehman Brothers Securities Asia Limited	No	
15.	Lehman Brothers Securities N.V.	No	
16.	Lehman Brothers Special Financing Inc.	No	
17.	Lehman Brothers Treasury Co. B.V.	No	
18.	Lehman Re Limited	No	



United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076			LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM			
In Re:	Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: US Lehm	BC - Southern District of New York an Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055815		
based on Lehr	m may not be used t nan Programs Secur hman-docket.com as					
Name and addres Creditor)	s of Creditor: (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.		
Credit Suisse Su	cursal en España			Court Claim Number:(If known)		
See Attached Rider				Filed on:		
Telephone number	er: Ei	mail Address:				
		be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		
Telephone numb	er: E	mail Address:				
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ See Attached Rider (Required) Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): See Attached Rider (Required)						
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:						
See Attached Ric	ler	(Requir	red)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: See Attached Rider (Required)						
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you FOR COURT USE ONLY						
consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. FILED / RECEIVED						
Date.	Authorised Signatori	es: Enrique Moreno de la Santa	Rafael del Villar			
10/16/09	Authoriseu Signatofi	Es. Emique Morend de la Santa	Karaci dei Vilyai	OCT 2 9 2009 EPIO BANKRUPTCY SOLUTIONS, ELC		
Penalty	l for presenting frauduler	nt claim: Fine of up to \$500,000 or in	nprisonment for up to 5 years. or	r both. 18 U.S.C. §§ 152 and 3571		

RIDER TO PROOF OF CLAIM FILED ON BEHALF OF <u>Credit Suisse Sucursal en España against LBHI (Lehman Programs Securities)</u>

- 1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse Sucursal en España ("CS") files this claim against Lehman Brothers Holdings, Inc. ("LBHI") based on the Lehman Programs Securities ("LPS", whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.
- 2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.
- 3. CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.
- 4. CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.
- 5. CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.
- 6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

- 7. No judgment has been rendered on the claims set forth in this proof of claim.
- 8. No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse Sucursal en España 1 Madison Avenue New York, NY 10010 Attn: Allen Gage Ph: (212) 538-9137

With a copy to:

Cravath, Swaine & Moore LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019 Attn: Richard Levin

SCHEDULE I

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			Total Holdings at each	ngs at each			
	Denominational		15(-qns)	(Sub-)Custodian	Eur	Euroclear Bank S.A Account No. 94285	S.A. 285
ISIN (12 digits)	Currency	(Sub-)Custodian Nomina		Units	Nominal	Units	Blocking No.
XS0282978666	EUR	CS Zurich	123,000	•	123,000	-	9484522
XS0325369725	OSD	CS Zurich	000'86	•	98,000	1	9484523
XS0204933997	USD	CS Zurich	30,000	-	30,000	1	9484524
XS0235227302	EUR	CS Zurich	-	312	•	312	9484501
XS0250879763	OSD	CS Zurich	218,000	•	218,000		9484502
XS0302356737	EUR	CS Zurich	-	300	•	300	9484503
XS0339537390	EUR	CS Zurich	000'488	•	387,000	1	9484504
ANN5214R1481	EUR	CS Zurich	-	20	•	20	9484505
XS0213416141	EUR	CS Zurich	370,000	•	370,000	-	9484506
XS0218304458	EUR	CS Zurich	149,000	•	149,000	•	9484507
XS0225841898	EUR	CS Zurich	000'58	•	85,000	•	9484508
XS0246504210	EUR	CS Zurich	300,000		300,000	•	9484509
XS0258901759	EUR	CS Zurich	440,000	•	440,000	•	9484510
XS0269149497	EUR	CS Zurich	44	135		135	9484511
ANN5214A1035	EUR	CS Zurich	•	3,553	1	3,553	9484512
XS0284511994	EUR	CS Zurich	300,000	•	300,000		9484513
XS0285422597	EUR	CS Zurich	380,000	•	380,000		9484514
XS0286018758	EUR	CS Zurich	7,065,000	-	7,065,000	•	9484515
XS0286239925	EUR	CS Zurich	23,900,000		23,900,000	1	9484516
XS0290654978	EUR	CS Zurich	150,000	4	150,000		9484517
XS0308935575	EUR	CS Zurich	4,000,000	*	4,000,000		9484518
XS0308937605	usp	CS Zurich	2,000,000		2,000,000	ı	9484519
XS0317359718	EUR	CS Zurich	170,000		170,000		9484520
XS0349908839	EUR	CS Zurich	10,730,000	ı	10,730,000	•	9484521
XS0349908839	EUR	CS Zurich	500,000	•	200,000	•	6049984

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RECEIVED BY:

Lehman Brothe	Bankruptcy Court/Souther rs Holdings Claims Proces uptcy Solutions, LLC O. Box 5076 10150-5076		PRO	CURITIES PROGRAMS OF OF CLAIM			
In Re: Lehman Brothe Debtors.	rs Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC Lehman	c - Southern District of New York Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055817			
based on Leb	orm may not be used to nman Programs Securi ehman-docket.com as	o file claims other than those ities as listed on of July 17, 2009	GIACE	IS FOR COURT USE ONLY			
Name and addre Creditor)	ess of Creditor: (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.			
Credit Suisse (1	Monaco) SAM			Court Claim Number:			
See Attached R				Filed on:			
Telephone numl Name and addre		nail Address: be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.			
Telephone numb	per: En	nail Address:					
and whether suc dollars, using the	h claim matured or became e exchange rate as applical	008, whether you owned the Lehman e fixed or liquidated before or after Se	Programs Securities on Septem eptember 15, 2008. The claim a filing this claim with respect to	the amount owed under your Lehman ober 15, 2008 or acquired them thereafter, amount must be stated in United States o more than one Lehman Programs Security, tes.			
Amount of Claim: \$ See Attached Rider (Required)							
Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.							
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.							
International Se	ecurities Identification N	umber (ISIN): See Attached Rider	(Required)				
International Securities Identification Number (ISIN): See Attached Rider (Required) 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.							
Clearstream Ba number:	nk Blocking Number, Eu	roclear Bank Electronic Instruction	n Reference Number and or o	other depository blocking reference			
See Attached Ric	der	(Required	l)				
you are ming this	s ciaim. You must acquire	the relevant Clearstream Bank Furne	clear Bank or other denository:	r Lehman Programs Securities for which participant account number from your s should not provide their personal account			
Accountholders See Attached Ri	Euroclear Bank, Clearst der	ream Bank or Other Depository Pa (Required)					
5. Consent to Eu	iroclear Bank, Clearstrea	m Bank or Other Depository: By f	iling this claim, you	FOR COURT USE ONLY			
disclose your idei	re deemed to have authorize intity and holdings of Lehm s and distributions.	ed, Euroclear Bank, Clearstream Ban an Programs Securities to the Debtor	k or other depository to s for the purpose of	FILED / RECEIVED			
Date.	Signature: The person f	iling this claim must sign it. Sign and	print name and title, if any,	OCT 2 9 2009			
0/07/09	of the creditor or other pe	erson authorized to file this claim and the notice address above Battage of Head of Okc	state address and telephone	EPIQ BANKRUPTCY SOLUTIONS, LLC			
Penalty	for presenting fraudulent	claim: Fine of up to \$500,000 or imp	risonment for up to 5 years, or	both. 18 U.S.C. §§ 152 and 3571			

RIDER TO PROOF OF CLAIM FILED ON BEHALF OF Credit Suisse (Monaco) S.A.M. against LBHI (Lehman Programs Securities)

- 1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse (Monaco) S.A.M. ("CS") files this claim against Lehman Brothers Holdings, Inc. ("LBHI") based on the Lehman Programs Securities ("LPS", whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.
- 2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.
- 3. CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.
- 4. CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.
- 5. CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.
- 6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

- 7. No judgment has been rendered on the claims set forth in this proof of claim.
- 8. No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse (Monaco) S.A.M. 1 Madison Avenue New York, NY 10010 Attn: Allen Gage Ph: (212) 538-9137

With a copy to:

Cravath, Swaine & Moore LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019 Attn: Richard Levin Ph: (212) 474-1135 08-13555-mg Doc 52597-1 Filed 04/27/16 Entered 04/27/16 16:10:08 Attachment Pg 189 of 283

SCHEDULE I

S.A.M.	
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S Entity:	
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			Total Holdings at each	gs at each			
		į	(Sub-)Custodian	stodian	Euroc	Euroclear Bank S.A.	Α.
Sec.	Denominational	- 12			Acco	Account No. 94285	85
ISIN	Currency	(Sub-)Custodian	Nominal	Units	Nominal	Units	Blocking No
XS0335964648	EUR	CS Zurich	10,000	•	10,000	•	9454832
XS0325369725	asn	CS Zurich	000'008		000'00E	ı	9454833
XS0186883798	asn	CS Zurich	712,000	1	712,000	i i	9454834
XS0204933997	asn	CS Zurich	1,010,000	•	1,010,000		9454835
XS0266486025	asn	CS Zurich	1,000,000	. ₩	1,000,000	•	9454836
XS0303746571	EUR	CS Zurich	310,000	1	310,000	•	9454837
XS0347732892	nsd 🗈	CS Zurich	000'09	# - 3 g*3	20,000	.	9454838
XS0213899510	EUR	CS Zurich	1,312,000	1	1,312,000	•	9454839
XS0186243118	CHF	CS Zurich	000'09	•	000'09	-	9454840
XS0082350587	11	CS Zurich	615,000,000	•	615,000,000	ŧ	9454841
XS0210433206	EUR	CS Zurich	130,000	•	130,000	-	9454842
XS0210414750	GBP	CS Zurich	000'09	•	20,000		9454843
XS0224346592	EUR	CS Zurich	000'09	ŧ	000'09	ŀ	9454844
XS0229269856	EUR	CS Zurich	234,000	1	234,000	\$	9454845
XS0252834576	EUR	CS Zurich	200'009	1	200,000	•	9454846
XS0256368308	USD	CS Zurich	100,000	•	100,000	•	9454847
XS0326978102	nsp	CS Zurich	1,990,000	•	1,990,000	-	9454848
ANN521338783	asn	CS Zurich		8	1	8	9454849
XS0292459327	nsp	CS Zurich	300,000	-	300,000	1	9454850
XS0302356737	EUR	CS Zurich	*	300	•	300	9454851
XS0308389807	USD	CS Zurich	920,000	•	920,000	,	9454852
XS0339537390	EUR	CS Zurich	150,000		150,000	1	9454853
XS0327236914	EUR	CS Zurich	804,000	-	804,000	-	9454854
XS0343681473	EUR	CS Zurich	2,000,000	1	2,000,000	1	9454855
XS0337337710	CHF	CS Zurich	30,000		30,000	1	9454856
DE000A0TQG23EUR	SEUR	CS Zurich	80,000	ı	80,000		9454857

			Total Holdings at each (Sub-)Custodian	s at each todian	Euroc	Euroclear Bank S.A.	.A.
	Denominational				Acco	Account No. 94285	85
NIS	Currency	(Sub-)Custodian Nominal		Units	Nominal	Units	Blocking No.
(S0362500893	asn	CS Zurich	2,000,000	•	2,000,000	1	9454858
KS0310847503	asn	CS Zurich	3,000,000	•	3,000,000	ı	9454859
(S0317359478	asn	CS Zurich	3,000,000	•	3,000,000	•	9454860
KS0383013066	nsp	CS Zurich	2,030,000	•	2,030,000	_	9454861
(S0360038714	asn	CS Zurich	2,000,000		2,000,000	1	9454862
KS0310125546 EUR	EUR	CS Zurich	300,000		300,000	١	9454863

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RECEIVED BY:

Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM						
In Re: Lehman Brothers Holdings Inc., et al., Debtors. Chapter 11 Case No 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055855						
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009							
Name and address of Creditor: (and name and address where notices should b Creditor) Bank Hapoalim (Switzerland) Ltd. Stockerstrasse 33	Court Claim Number:						
CH-8002 Zuerich, Switzerland Attention: Brigitte Fotsch & Rudolf Brunner With copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue New York, NY 10019-6064, Attention: Douglas R. Davis	(If known)						
Telephone number: (212) 373-3000 Email Address: Name and address where payment should be sent (if different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.						
Telephone number: Email Address: 1. Provide the total amount of your claim based on Lehman Programs Securi Programs Securities as of September 15, 2008, whether you owned the Lehma and whether such claim matured or became fixed or liquidated before or after dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs	in Programs Securities on September 15, 2008 or acquired them thereafter, September 15, 2008. The claim amount must be stated in United States of filing this claim with respect to more than one Lehman Programs Security.						
Amount of Claim: \$ Please See Attachment (Required)	,						
☐ Check this box if the amount of claim includes interest or other charges i	n addition to the principal amount due on the Lehman Programs Securities.						
2. Provide the International Securities Identification Number (ISIN) for eac this claim with respect to more than one Lehman Programs Security, you may which this claim relates.	h Lehman Programs Security to which this claim relates. If you are filing attach a schedule with the ISINs for the Lehman Programs Securities to						
International Securities Identification Number (ISIN): Please See At	tachment (Required)						
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.							
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruct number:	ion Reference Number and or other depository blocking reference						
Please See Attachment (Requir	ed)						
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.							
Accountholders Euroclear Bank, Clearstream Bank or Other Depository							
Please See Attachment (Require 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository:							
consent to, and are deemed to have authorized, Euroclear Bank, Clearstream disclose your identity and holdings of Lehman Programs Securities to the De reconciling claims and distributions.	Bank or other depository to						
Date. October 16, Brigitte Fotsch Head of Internal Control Manager Signature: Rudolf Brunner Head of Treasury Manager	OCT 2 9 2009						
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or in	EPIO BANKRUPTCY SOLUTIONS, LLC						

ATTACHMENT TO PROOF OF CLAIM OF BANK HAPOALIM (SWITZERLAND) LTD. AGAINST LEHMAN BROTHERS HOLDINGS INC.

- 1. Commencing on September 15, 2008 (the "Petition Date") and periodically thereafter, Lehman Brothers Holdings Inc. ("LBHI"), and certain of its subsidiaries (LBHI, together with such subsidiaries, the "Debtors"), filed voluntary petitions (the "Chapter 11 Cases") for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).
- 2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket No. 4271] (the "Bar Date Order") which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the "Bar Date") for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors' website, against the Debtors (the "Securities Programs Bar Date").*
- 3. Bank Hapoalim (Switzerland) Ltd. (the "Claimant") accordingly files this Lehman Programs Securities Proof of Claim (the "Proof of Claim") for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant's own behalf and/or in a custodial capacity on behalf of one or

more of Claimant's customers.¹ As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the Lehman Programs Securities listed on Exhibit A attached hereto.²

- 4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 74,355,494 which may consist in whole or in part of the US Dollar equivalent as of September 15, 2008 of the claims covered hereby. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than USD 74,355,494 together with all accrued and unpaid interest or other return as of September 15, 2008 (the "Lehman Programs Securities Claim").
- 5. Additionally, Claimant may have acted as a direct or indirect distributor or broker in connection with the sale and distribution of Lehman Programs Securities, including Lehman Programs Securities not identified on Exhibit A (collectively, the "Lehman Program Securities Issuances"). In connection with the Lehman Programs Securities Issuances, Claimant entered into various indemnification and other agreements with the Debtors (collectively the "Indemnification Agreements").
- 6. LBHI guaranteed the obligations of numerous of LBHI's subsidiaries and affiliates, some of which directly issued the Lehman Programs Securities. Specifically, LBHI issued the following guarantees: (a) that certain Unanimous Written Consent of the Executive

The Bar Date Order provides "claims based on any Lehman Program Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

The Bar Date Order provides "persons or entities that file claims based on any Lehman Program Security are not required to attach or submit any documentation supporting any claim based on such Lehman Program Security." Bar Date Order at p. 14.

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Committee of the Board of Directors of Lehman Brothers Holdings Inc. dated June 9, 2005, under which LBHI guaranteed payment of all liabilities, obligations and commitments of numerous LBHI subsidiaries (the "LBHI Board Guarantee") and (b) that certain Guarantee of Lehman Brothers Holdings Inc. as addressed to Standard & Poor's Rating Services, dated January 4, 2008, under which LBHI guaranteed payment of all liabilities, obligations and commitments of LBIE (the "S&P Guarantee," and collectively, with the LBHI Board Guarantee, the "LBHI Guarantees").

- 7. Claimant hereby asserts additional claims for contractual, statutory and common law rights of indemnity, contribution, reimbursement, set-off and liability against the Debtors and the subsidiaries and affiliates of the Debtors covered by the LBHI Guarantees arising from the Indemnification Agreements and/or from the Lehman Programs Securities Issuances (the "Indemnity Claims"). With respect to the Indemnity Claims, Claimant is entitled to reimbursement by the Debtors for any and all expenses incurred by Claimant in connection with any and all threatened, pending, completed and/or future claims, actions, suits or proceedings and any appeal therefrom, whether civil, criminal, administrative or investigative, involving or related to Claimant, or in which Claimant was, is or may be a party, or was, is or may become involved as a witness or third party, by reason of Claimant's participation in the Lehman Programs Securities Issuances.
- 8. The amount of Claimant's contingent claims cannot be reasonably calculated or estimated at this time, but Claimant does not waive its right to seek payment from the Debtors by not currently stating a specific amount. Claimant reserves the right to assert additional claims including the right to claim that all or any portion of the losses, claims, damages, liabilities, legal

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or other expenses incurred by Claimant after the Petition Date are administrative expenses entitled to priority treatment under Section 507(a)(2) of the Bankruptcy Code or otherwise.

- 9. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of claim for any additional claims which may be based on the same or additional documents or grounds of liability.
- 10. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.
- Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Program Security.

 Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Program Security.

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- 12. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (*e.g.*, dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in section 503(b) of the Bankruptcy Code.
- 13. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.
- 14. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant under any contracts described herein and that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or

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any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.

15. The filing of this Proof of Claim is not and shall not be deemed or construed as: (a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors; (b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals; (f) a waiver of the right to move to withdraw the reference with respect to the subject

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matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

16. All notices regarding this Proof of Claim should be sent to: Bank Hapoalim (Switzerland) Ltd., Stockerstrasse 33, CH-8002 Zuerich, Switzerland, Attention: Brigitte Fotsch & Rudolf Brunner, with copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Telephone number: (212) 373-3000, Attention: Douglas R. Davis.

EXHIBIT A

LEHMAN PROGRAMS SECURITIES

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EXHIBIT A

CREDITOR - Bank Hapoalim (Switzerland) Ltd.

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0205437527	91668	EUROCLEAR	USD	600,000	\$600,000	6052192
XS0206245234	91668	EUROCLEAR	USD	960,000	\$960,000	6052200
XS0207502781	91668	EUROCLEAR	USD	1,050,000	\$1,050,000	6052924
XS0211092316	91668	EUROCLEAR	USD	4,100,000	\$4,100,000	6052925
XS0216140094	91668	EUROCLEAR	USD	2,170,000	\$2,170,000	6052927
XS0221564387	91668	EUROCLEAR	USD	220,000	\$220,000	6052928
XS0229269856	91668	EUROCLEAR	EUR	518,000	\$735,612	6052930
XS0257022714	91668	EUROCLEAR	EUR	210,000	\$298,221	6052931
XS0276510111	91668	EUROCLEAR	USD	1,210,000	\$1,210,000	6052932
XS0280241851	91668	EUROCLEAR	USD	2,450,000	\$2,450,000	6052933
XS0301473327	91668	EUROCLEAR	SEK	225,000	\$33,274	6052934
XS0301813522	91668	EUROCLEAR	USD	510,000	\$510,000	6052935
XS0314889154	91668	EUROCLEAR	USD	920,000	\$920,000	6052936
XS0318224598	91668	EUROCLEAR	USD	250,000	\$250,000	6052937
XS0319211982	91668	EUROCLEAR	USD	1,300,000	\$1,300,000	6052938
XS0319273404	91668	EUROCLEAR	USD	220,000	\$220,000	6052939
XS0319610845	91668	EUROCLEAR	EUR	1,550,000	\$2,201,155	6052940
XS0326215893	91668	EUROCLEAR	USD	150,000	\$150,000	6052941
XS0327725528	91668	EUROCLEAR	USD	160,000	\$160,000	6052942
XS0328596316	91668	EUROCLEAR	USD	120,000	\$120,000	6052943
XS0332025120	91668	EUROCLEAR	USD	180,000	\$180,000	6052944
XS0333420395	91668	EUROCLEAR	USD	400,000	\$400,000	6053994
XS0334732491	91668	EUROCLEAR	USD	710,000	\$710,000	6052946
XS0334918322	91668	EUROCLEAR	USD	2,400,000	\$2,400,000	6052948
XS0336617625	91668	EUROCLEAR	USD	550,000	\$550,000	6052949
XS0337787161	91668	EUROCLEAR	USD	1,350,000	\$1,350,000	6052950

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CREDITOR -Bank Hapoalim (Switzerland) Ltd.

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0339184615	91668	EUROCLEAR	USD	350,000	\$350,000	6052951
XS0339215351	91668	EUROCLEAR	USD	540,000	\$540,000	6052952
XS0339538448	91668	EUROCLEAR	USD °	1,210,000	\$1,210,000	6052953
XS0340222750	91668	EUROCLEAR	USD	700,000	\$700,000	6052954
XS0340592681	91668	EUROCLEAR	USD	2,510,000	\$2,510,000	6052955
XS0344095871	91668	EUROCLEAR	USD	1,280,000	\$1,280,000	6052956
XS0346122343	91668	EUROCLEAR	USD	720,000	\$720,000	6052957
XS0346461634	91668	EUROCLEAR	USD	2,670,000	\$2,670,000	6052958
XS0346466781	91668	EUROCLEAR	USD	3,850,000	\$3,850,000	6052959
XS0346859084	91668	EUROCLEAR	USD	680,000	\$680,000	6052960
XS0347452855	91668	EUROCLEAR	USD	190,000	\$190,000	6052961
XS0347872128	91668	EUROCLEAR	USD	1,000,000	\$1,000,000	6052962
XS0347925264	91668	EUROCLEAR	USD	190,000	\$190,000	6052963
XS0349904689	91668	EUROCLEAR	USD	500,000	\$500,000	6052964
XS0351984827	91668	EUROCLEAR	USD	180,000	\$180,000	6052965
XS0352917768	91668	EUROCLEAR	USD	2,000,000	\$2,000,000	6052966
XS0362500380	91668	EUROCLEAR	USD	3,070,000	\$3,070,000	6052967
XS0364167006	91668	EUROCLEAR	USD	2,390,000	\$2,390,000	6052968
XS0366383387	91668	EUROCLEAR	USD	2,400,000	\$2,400,000	6052969
XS0353780900	91668	EUROCLEAR	USD	2,000,000	\$2,000,000	6052970
XS0128857413	91279	EUROCLEAR	EUR	130,000	\$184,613	6054090
XS0206245234	91279	EUROCLEAR	USD	950,000	\$950,000	6054091
XS0207502781	91279	EUROCLEAR	USD	50,000	\$50,000	6054092
XS0216140094	91279	EUROCLEAR	USD	550,000	\$550,000	6054093
XS0264674549	91279	EUROCLEAR	GBP	60,000	\$107,334	6054094
XS0271141565	91279	EUROCLEAR	GBP	50,000	\$89,445	6054095

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CREDITOR -Bank Hapoalim (Switzerland) Ltd.

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0276510111	91279	EUROCLEAR	USD	1,940,000	\$1,940,000	6054096
XS0276510111	91279	EUROCLEAR	USD	50,000	\$50,000	6054097
XS0299141332	91279	EUROCLEAR	GBP	1,000,000	\$1,788,900	6054098
XS0301813522	91279	EUROCLEAR	USD	400,000	\$400,000	6054099
XS0314889154	91279	EUROCLEAR	USD	50,000	\$50,000	6054100
XS0319211982	91279	EUROCLEAR	USD	430,000	\$430,000	6054101
XS0319273404	91279	EUROCLEAR	USD	300,000	\$300,000	6054103
XS0319610845	91279	EUROCLEAR	EUR	110,000	\$156,211	6054104
XS0320655540	91279	EUROCLEAR	USD	1,000,000	\$1,000,000	6054105
XS0326215893	91279	EUROCLEAR	USD	310,000	\$310,000	6054106
XS0327725528	91279	EUROCLEAR	USD	260,000	\$260,000	6054107
XS0332025120	91279	EUROCLEAR	USD	480,000	\$480,000	6054108
XS0333117611	91279	EUROCLEAR	USD	950,000	\$950,000	6054109
XS0333420395	91279	EUROCLEAR	USD	700,000	\$700,000	6054110
XS0334918322	91279	EUROCLEAR	USD	910,000	\$910,000	6054111
XS0337787161	91279	EUROCLEAR	USD	70,000	\$70,000	6054112
XS0339184615	91279	EUROCLEAR	USD	500,000	\$500,000	6054113
XS0339538448	91279	EUROCLEAR	USD	460,000	\$460,000	6054114
XS0340592681	91279	EUROCLEAR	USD	2,770,000	\$2,770,000	6054115
XS0344095871	91279	EUROCLEAR	USD	370,000	\$370,000	6054116
XS0346461634	91279	EUROCLEAR	USD	1,100,000	\$1,100,000	6054117
XS0346466781	91279	EUROCLEAR	USD	260,000	\$260,000	6054119
XS0347229352	91279	EUROCLEAR	CAD	900,000	\$840,729	6054120
XS0347872128	91279	EUROCLEAR	USD	100,000	\$100,000	6054121
XS0349904689	91279	EUROCLEAR	USD	80,000	\$80,000	6054122
XS0351984827	91279	EUROCLEAR	USD	1,080,000	\$1,080,000	6054123

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EXHIBIT A

CREDITOR - Bank Hapoalim (Switzerland) Ltd.

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0364167006	91279	EUROCLEAR	USD	350,000	° \$350,000	6054124
XS0366383387	91279	EUROCLEAR	USD	700,000	\$700,000	6054125
XS0277470943	91279	EUROCLEAR	USD	100,000	\$100,000	6054126
XS0301519681	91279	EUROCLEAR	USD	240,000	\$240,000	6054127
				Total:	\$74,355,494	

^{*} Principal Amount in U.S. Dollars is based upon the exchange rates of 1.4201 U.S. Dollars per Euro, 1.7889 U.S. Dollars per British Pound, 1.0705 Canadian Dollars per U.S. Dollar and 6.7620 Swedish Krona per U.S. Dollar, as of September 15, 2008.

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	nkruptcy Court/Southern	•	LEHMAN SEC	URITIES PROGRAMS				
		sing Center		OF OF CLAIM				
In Re:		Chapter 11	Filed: USBC - S	Southern District of New York				
Lehman Brothers Debtors.	Holdings Inc., et al.,	Case No. 08-13555 (JMP) (Jointly Administered)	t ehman Bro	others Holdings Inc., Et Al. 3-13555 (JMP) 0000058578				
based on Lehn	m may not be used to nan Programs Securi nman-docket.com as							
Name and address Creditor)	s of Creditor: (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.				
BAWAG P.S.K Georg-Coch-Pl 1010 Wien, Au Attention: Robe	atz 2 stria			Court Claim Number:				
		nail Address: robert.zenz@baw	agnektonde at	Filed on:				
Name and address		nail Address: Tobert.Zeriz@baw. be sent (if different from above)	agpskiulius.at	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.				
Telephone number	er: Er	nail Address:						
Programs Securitiand whether such dollars, using the you may attach a Amount of Claim	ies as of September 15, 2 claim matured or becam exchange rate as applica schedule with the claim an: \$Please see a	008, whether you owned the Lehman e fixed or liquidated before or after S ble on September 15, 2008. If you are amounts for each Lehman Programs Stachment (Required)	Programs Securities on Septemeptember 15, 2008. The claim as filing this claim with respect to Security to which this claim rela	the amount owed under your Lehman aber 15, 2008 or acquired them thereafter, amount must be stated in United States or more than one Lehman Programs Security, tes. It due on the Lehman Programs Securities.				
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.								
International Securities Identification Number (ISIN): Please see attachment (Required)								
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.								
Clearstream Bar number:	nk Blocking Number, E	uroclear Bank Electronic Instruction	on Reference Number and or o	other depository blocking reference				
	Please see attachn	nent (Require	ed)					
you are filing this	4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account							
Accountholders	Euroclear Bank, Clears	tream Bank or Other Depository F	articipant Account Number:					
	Please see attachn	(Required		con college ver avviv				
consent to, and ar disclose your ider	e deemed to have author ntity and holdings of Leh s and distributions.	eam Bank or Other Depository: By ized, Euroclear Bank, Clearstream Baman Programs Securities to the Debte	ank or other depository to ors for the purpose of	FILED / RECEIVED OCT 3 0 2009				
Date. 10/30/09	of the creditor or other	filing this claim must sign it. Sign are person authorized to file this claim are the notice address above. Attach co Jerome Romawa Ke, Attach co Jerome Romawa Ke, Attach co 520 Madison Ave. 34F N.	nd state address and telephone	EPIQ BANKRUPTCY SOLUTIONS, LLC				
Penalty	for presenting fraudulen	t claim: Fine of up to \$500,000 or in		r both. 18 U.S.C. §§ 152 and 3571				

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy

filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150- 5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ATTACHMENT TO PROOF OF CLAIM OF BAWAG P.S.K. INVEST GMBH AGAINST LEHMAN BROTHERS HOLDINGS INC.

- 1. Commencing on September 15, 2008 (the *Petition Date*) and periodically thereafter, Lehman Brothers Holdings Inc. (*LBHI*), and certain of its subsidiaries (LBHI, together with such subsidiaries, the *Debtors*), filed voluntary petitions (the *Chapter 11 Cases*) for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the *Bankruptcy Code*). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).
- 2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket No. 4271] (the <i>Bar Date Order*) which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the *Bar Date*) for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors' website, against the Debtors (the *Securities Programs Bar Date*).
- 3. BAWAG P.S.K. Invest GmbH (the *Claimant*) accordingly files this Lehman Programs Securities Proof of Claim (the *Proof of Claim*) for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant's own behalf and/or in a custodial capacity on behalf of one or more of Claimant's

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customers. As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the following Lehman Programs Securities:²

International Securities Identification Number (ISIN)	Depository Blocking Reference Number	Depository Participant Account Number	Principal Component	Interest Component (up to and including September 15, 2008)	Amount of Claim
XS0252835110	CA14785	19640	\$1,424,400.00	\$8,588.00	\$1,432,988.00
XS0231181222	CA14771	19640	\$1,210,740.00	\$38,453.82	\$1,249,193.82
XS0238228901	CA14775	19640	\$1,068,300.00	\$20,758.21	\$1,089,058.21
XS0282937985	CA22485	19640	\$1,424,400.00	\$19,182.00	\$1,443,582.00
XS0257022714	CA14889	19640	\$997,080.00	\$436.97	\$997,516.97
Total:			\$6,124,920.00	\$87,419.00	\$6,212,339.00

- 4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 6,124,920.00 and aggregate accrued and unpaid interest amount or other return (up to and including September 15, 2008) of USD 87,419.00. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to, the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than USD 6,212,339.00 (the *Lehman Programs Securities Claim*). The foregoing amounts have been converted from EUR to US dollars using the exchange rate prevailing on the Petition Date.
- 5. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of

The Bar Date Order provides "claims based on any Lehman Programs Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

The Bar Date Order provides "persons or entities that file claims based on any Lehman Programs Security are not required to attach or submit any documentation supporting any claim based on such Lehman Programs Security." Bar Date Order at p. 14.

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claim for any additional claims which may be based on the same or additional documents or grounds of liability.

- 6. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.
- 7. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Programs Security. Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Programs Security.
- 8. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (*e.g.*, dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against

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Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in Section 503(b) of the Bankruptcy Code.

- 9. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under Sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.
- 10. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant under any of the contracts described herein or that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.
- 11. The filing of this Proof of Claim is not and shall not be deemed or construed as:

 (a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors;

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(b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

12. All notices regarding this Proof of Claim should be sent to: BAWAG P.S.K. Invest GmbH, Georg-Coch-Platz 2, 1010 Wien, Austria, <u>Attention</u>: Robert ZENZ, with copies to Freshfields Bruckhaus Deringer US LLP, 520 Madison Avenue, 34th Floor, New York, New York 10022, Telephone number: 212-277-4000, <u>Attention</u>: Jerome Ranawake and Yehuda Herbst.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT BAWAG P.S.K INVEST GmbH a corporation duly organized and validly existing under the laws of the Republic of Austria, registered in the company register of Handelsgericht Wien, Marxergasse 1a, 1030 Vienna under FN 70844h, with corporate seat in 1010 Vienna, Austria and business address at Georg-Coch-Platz 2, 1010 Vienna, Austria (the "Company"), represented by Alois Steinböck and Dr. Peter Pavlicek as members of the management board, each with the power to represent the Company jointly with another member of the management board, the undersigned claimant in the bankruptcy cases styled In re Lehman Brothers Holdings Inc., Case No. 08-13555 (JMP) (Jointly Administered) (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Southern District of New York, hereby authorizes Jerome Ranawake and Harvey Dychiao of Freshfields Bruckhaus Deringer US LLP, acting jointly or singly, as attorneys in fact for the undersigned, with the full power of attorney to execute and/or file all proofs of claim, documents or court papers he may consider necessary or advisable in connection with the claims to be made in the Bankruptcy Case.

BAWAG P.S.K INVEST GmbH further declares that this power of attorney is given for the purpose of vesting in the attorney in fact all authority required or desirable to be vested in an attorney in fact for the above-stated purpose and gives and grants the attorney in fact full and absolute power and authority to do all things necessary to be done in and about the premises. This Power of Attorney shall be construed in accordance with, and this Power of Attorney and all matters arising out of or relating in any way whatsoever to this Power of Attorney shall be governed by, the law of the State of New York.

IN WITNESS WHEREOF, the undersigned has hereunto set his Hand this 15th day of October 2009.

BAWAG P.S.K. INVEST GmbH

Signed and Delivered A-1018 Wien

Name Mag. Robert Zenz Title Legal Counsel

BAWAG P.S.K. INVEST GmbH

Georg-Coch-Platz 2

A-1018 Wien

Name Mag. Robert Zenz Title Lega Counsel BAWAG P.S.K. INVEST GmbH

Georg-Coch-Platz 2 A-1018 Wien

Aloks Steinböck

Member of the Management Board

for

BAWAGAP S.K. INVESTIGATION

Georg-Coch-Platz 2
A-1018 Wien

Dr. Peter Pavlicek

Member of the Management Board

for

BAWAG P.S.K Invest GmbH

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> H A N

D

D E L I V E

R

Lehman Brothers c/o Epiq Bankrup FDR Station, P.C New York, NY 1		sing Center		URITIES PROGRAMS OF OF CLAIM
In Re: Lehman Brothers Debtors.	Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Lehman Brothe	thern District of New York rs Holdings Inc., Et Al. 1555 (JMP) 0000058813
based on Lehr	m may not be used t nan Programs Secur hman-docket.com as	o file claims other than those ties as listed on of July 17, 2009		
Creditor) Goldman Sachs Peterborough Co 133 Fleet Street London EC4A 28	international purt BB	with a copy to: Cleary Gottlieb Steen & Attention: Seth Grossha One Liberty Plaza New York, NY 10006	. Hamilton LLP	Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on:
Name and address		mail Address: john.tribolati@gs.com be sent (if different from above) details.	·	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Programs Securit and whether such dollars, using the you may attach a	otal amount of your claim ies as of September 15, 2 I claim matured or becam exchange rate as applica	1008, whether you owned the Lehman e fixed or liquidated before or after Soble on September 15, 2008. If you are amounts for each Lehman Programs S	Programs Securities on Septementer 15, 2008. The claim as filing this claim with respect to	the amount owed under your Lehman ober 15, 2008 or acquired them thereafter, amount must be stated in United States o more than one Lehman Programs Security, tes.
_	·		110.2	
2. Provide the this claim with re which this claim	International Securities Inspect to more than one Legister.	dentification Number (ISIN) for each	Lehman Programs Security to v ttach a schedule with the ISINs	at due on the Lehman Programs Securities. Which this claim relates. If you are filing for the Lehman Programs Securities to
appropriate (each from your accour than one Lehman relates.	, a "Blocking Number") atholder (i.e. the bank, br Programs Security, you	for each Lehman Programs Security foker or other entity that holds such semay attach a schedule with the Block	or which you are filing a claim. curities on your behalf). If you ing Numbers for each Lehman I	repository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more Programs Security to which this claim other depository blocking reference
Please see attac	thed.	(Dogwing	TV	
you are filing this	claim. You must acquir	e the relevant Clearstream Bank, Euro	t account number related to you oclear Bank or other depository	r Lehman Programs Securities for which participant account number from your s should not provide their personal account
Accountholders Please see attac	•	stream Bank or Other Depository P	-	
		(Required eam Bank or Other Depository: By	·	FOR COURT USE ONLY
consent to, and an	e deemed to have author	ized, Euroclear Bank, Clearstream Ba man Programs Securities to the Debto	nk or other depository to	FILED / RECEIVED
Date.	of the creditor or other	filing this claim must sign it. Sign an person authorized to file this claim an in the notice address above. Attach cop	d state address and telephone	OCT 3 0 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC
Penalty	for presenting fraudulen	claim: Fine of up to \$500,000 or im		

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INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150- 5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

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In re Lehman Brothers Holdings Inc., Case No. 08-13555 (JMP)

ATTACHMENT TO PROOF OF CLAIM FORM OF GOLDMAN SACHS INTERNATIONAL

This proof of claim (the "Claim") is submitted by Goldman Sachs International, a company duly organized and existing under the laws of England and Wales ("GSI"), which maintains an office at Peterborough Court, 133 Fleet Street, London EC4A 2BB. This attachment is incorporated into the proof of claim form to which it is attached.

As more specifically described below, GSI hereby asserts a claim against Lehman Brothers Holdings Inc. ("LBHI") in an amount not less than \$1,120,000 arising pursuant to the terms and conditions of certain guarantees of Lehman Program Securities, as that term is defined in the Bar Date Order discussed below.

I. <u>Background</u>

On September 15, 2008 (the "Petition Date"), LBHI filed a petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). On July 2, 2009, the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the "Bar Date Order") [D.I. 4271 in Case No. 08-13555 (JMP)].

Pursuant to the Bar Date Order, the Bankruptcy Court set September 22, 2009 at 5:00 p.m. as the bar date (the "Bar Date") for each person or entity to file proofs of claim based on pre-petition claims against LBHI, with certain specific exceptions as provided for in the Bar Date Order. One of those exceptions relates to certain specifically identified securities, referred to collectively as "Lehman Programs Securities," a list of which is available on http://www.lehman-docket.com. The Bar Date Order provides that on or before November 2,

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2009 at 5:00 p.m. (the "Securities Programs Bar Date") holders of claims based on amounts owed pursuant to any Lehman Program Security (as defined in the Bar Date Order and including claims based on related guarantees) must complete the Securities Program Proof of Claim Form (as defined in the Bar Date Order). As explained in the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities, dated July 27, 2009, each Securities Program Proof of Claim must include either a Euroclear Bank Electronic Instruction Reference Number, a Clearsteam Bank Blocking Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") with respect to each Lehman Program Security for which such Securities Program Proof of Claim is filed. The Bar Date Order explicitly does not require entities that file Securities Program Proofs of Claim to submit any documentation supporting such claims, but the Debtors (as defined in the Bar Date Order) reserve the right to Seck production of all documentation required by Bankruptcy Rule 3001(c) as part of the claims reconciliation process.

1

II. The Claim

GSI is the record holder and beneficial owner of Lehman Program Securities, which are issued by an LBHI affiliate and guaranteed by LBHI² as more fully described in the chart below:

ISIN	Blocking No.	Depository Participant Account No.	Issuer	Maturity Date	Principal Amount
XS0336623433	6055380	94589	Lehman Brothers Treasury Co. B.V.	January 8, 2020	USD 1,120,000

¹ GSI is not submitting supporting documentation as it is voluminous and not required by the terms of the Bar Date Order but reserves the right to later do so.

² The guarantees are evidenced pursuant to: (a) separate guarantees by LBHI of specific issuances set forth in the relevant offering documents for the particular issuance, (b) separate stand-alone guarantee agreements, or (c) global guarantees through which LBHI generally guaranteed the obligations of certain entities. GSI will provide guarantee documentation specific to a particular claim upon request.

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As of the Petition Date and with respect to each Lehman Program Security identified in the table above, LBHI was and still is indebted to GSI for the payment of all principal, nominal, notional or other amounts (howsoever described in the documentation governing such Lehman Program Security) included in the "Principal Amount" column in the table above in respect of such Lehman Program Security, plus all other amounts relating to such Lehman Program Security that accrued as of or after the Petition Date, including, without limitation, interest, premium, costs and any other amounts payable in respect of such Lehman Program Security (howsoever described in the documentation governing such Lehman Program Security) (all such amounts, in the aggregate, the "Indebtedness").

As a holder of the Lehman Program Securities, GSI is owed all Indebtedness arising under such Lehman Program Securities and hereby asserts an unsecured claim against LBHI for all such Indebtedness (subject to any right of GSI to set-off that might arise from claims that LBHI may assert or has asserted against GSI or otherwise).

III. Miscellaneous

GSI reserves the right to withdraw, amend, clarify, modify or supplement this

Claim to assert additional claims (including, without limitation, additional administrative

expense claims (including, without limitation, misdirected wires and claims arising from

postpetition contracts, activity, torts, etc. of LBHI), claims for which a bar date has not yet been

set, secured claims and/or general unsecured claims) and/or to assert additional grounds for its

claims against LBHI. GSI also reserves all rights accruing to it or its affiliates against LBHI or

its estate, and the submission of this Claim is not intended to be and shall not be construed as (a)

an election of remedy or (b) a waiver or limitation of any rights of GSI or its affiliates. In

addition, GSI reserves the right to supplement this Claim with relevant documents to the extent

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necessary. Furthermore, GSI reserves the right to withdraw this Claim for any reason whatsoever. GSI reserves all rights and remedies against affiliates of LBHI or any other third parties.

This Claim shall not be deemed to be a waiver of GSI's right (i) to have final orders in noncore matters entered only after *de novo* review by a District Court Judge, (ii) to trial by jury in any proceeding so triable in these cases or any case, controversy or proceeding related to these cases (to the extent such right has not otherwise been waived), (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, defenses, setoffs or recoupments to which GSI is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, setoffs and recoupments GSI expressly reserves. To the extent that LBHI has made or makes any claims against GSI, GSI reserves its set-off rights, such that all or part of the Claim may be secured to the extent of such set-off rights. This claim solely relates to the Lehman Program Securities having the ISINs expressly listed herein. This claim is in addition to and does not supersede the proofs of any other claim that has been or may be filed by GSI unless expressly stated otherwise.

Any notices sent in connection with the Claim should be addressed to GSI at the address below:

Goldman Sachs International Peterborough Court 133 Fleet Street London EC4A 2BB Attn: John Tribolati

Attn: Caroline Carr

and

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> Cleary Gottlieb Steen & Hamilton LLP One Liberty Plaza New York, NY 10006 Attn: Seth Grosshandler, Esq.

The information with respect to the account where any payment to GSI in respect

of this Claim should be made is as follows:

ABA No:

021000089

Bank Name: Citibank

City:

New York

A/C #:

40616408

Entity Name: Goldman Sachs International

TIVEE

FILED RECEIVED

OC 1-3 D 2009:

RECEIVED BY: DATE

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Chapter 11 Case No. 08-13555 (JMP)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al.
Debtors. (Jointly Administered)	0000060485
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009	UND GIVE Y
Name and address of Creditor: (and name and address where notices should be	Check this box to indicate that this
Creditor) Privatbank IHAG Zürich AG	claim amends a previously filed claim.
Bleicherweg 18 CH - 8022 Zürich	Court Claim Number:(If known)
Switzerland	,
111 in 0 - 42 m	Filed on:
Telephone number: +4 44.205 133Email Address: scn(at)pbil Name and address where payment should be sent (if different from above)	hag.ch Check this box if you are aware that
JP Morgan Chase New York	anyone else has filed a proof of claim
270 Park Avenue	relating to your claim. Attach copy of statement giving particulars.
New York NY USA Telephone number: Email Address:	
1. Provide the total amount of your claim based on Lehman Programs Securities Programs Securities as of September 15, 2008, whether you owned the Lehman and whether such claim matured or became fixed or liquidated before or after St dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs S Amount of Claim: \$ 38,869,207.88 (Required)	Programs Securities on September 15, 2008 or acquired them thereafter, eptember 15, 2008. The claim amount must be stated in United States if filing this claim with respect to more than one Lehman Programs Security,
☐ Check this box if the amount of claim includes interest or other charges in	
2. Provide the International Securities Identification Number (ISIN) for each this claim with respect to more than one Lehman Programs Security, you may a which this claim relates.	
International Securities Identification Number (ISIN): see attacl	hed_list_(Required)
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic appropriate (each, a "Blocking Number") for each Lehman Programs Security form your accountholder (i.e. the bank, broker or other entity that holds such see than one Lehman Programs Security, you may attach a schedule with the Blocking relates.	or which you are filing a claim. You must acquire a Blocking Number curities on your behalf). If you are filing this claim with respect to more
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction number:	on Reference Number and or other depository blocking reference
see attached list (Require	ed)
4. Provide the Clearstream Bank, Euroclear Bank or other depository participan you are filing this claim. You must acquire the relevant Clearstream Bank, Eurocountholder (i.e. the bank, broker or other entity that holds such securities on numbers.	oclear Bank or other depository participant account number from your
Accountholders Euroclear Bank, Clearstream Bank or Other Depository P see attached list (Required	-
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank disclose your identity and holdings of Lehman Programs Securities to the Debto reconciling claims and distributions.	ors for the purpose of OCT 3 0 2009
Date. Signature: The person filing this claim must sign it. Sign an of the creditor or other person authorized to file this claim an number if different from the notice address above. Attach copany.	d state address and telephone
Penalty for presenting fraudalent claim: Fine of up to \$500,000 or im	prisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Dr. Michael Cubcar

EUR/USD

JSD/CHF

1.4659 1.0347 Middle rate as of 15th September 2008:

Claim in USD

38'869'207.88

Total Amount of

List of claim Lehman Securities Program for Privatbank IHAG, Zurich, Switzerland

.00	NISIN	Amount of Claim in USD Custodian	ustodian	Custodian Account No.:	Custodian Blocking Reference	
0.10	XS0311887250	3'921'283.00 Clearstream		31518	CA88149	Lehman Brothers Securities NV
10 T	XS0250113502	26'879'445.00 Clearstream		31518	CA89356	Lehman Brothers Treasury Bv
2//1	СН0029197156	48'323.19 SIX SIS	SIX SIS	СН103162	6533452451120709	Lehman Brothers Treasury Bv
J4/2	СН0036891395	75'018.00 SIX SIS	SIS XIS	СН103162	2039822749120709	Lehman Brothers Securities NV
eu i	XS0323590199	4'832'318.55 Clearstream		31518	CA99692	Lehman Brothers Securities NV
113 /	ण्र XS0267460359	28'993.91 Clearstream		31518	CA88224	Lehman Brothers Treasury Bv
128	^ш % xs0320322901	33'826.23 Clearstream		31518	CA88223	Lehman Brothers Securities NV
16 ъ	g & S0350507959	2'300'000.00 Clearstream	i	31518	CA88222	Lehman Brothers Treasury Bv
127	XS0292248977	750'000.00 Clearstream	Clearstream	31518	CA44113	Lehman Brothers Treasury Bv
υ4 <i>ι</i> ι Ρα						

Privatbank IHAG Zürich AG

Dr. Heinz Stadler Dr. Micha

Dr. Michael Gubser Stv. Direktor



Unterschriftenverzeichnis List of Signatures

April 2009

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Verwaltungsrat Board of Directors Pg 228 of 283 Geschäftsleitung Executive Board

Gratian Anda

Präsident

Chairman

Dr. Heinz Stadler

Vorsitzender der Geschäftsleitung

Chief Executive Officer

Peter Bretscher

Mitglied

Member

Peter D. Rüegg

Stellvertretender Vorsitzender der Geschäftsleitung

Deputy Chief Executive Officer

Dr. Susanne Riess-Passer

Mitglied

Member

Jürg Bretscher Mitglied

Member

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Assistant Vice Presidents

Jean-Paul Aebischer	Susanna Schellenbaum Mallun
Adriano Bagnolo	Paul Schuler Apa Telm/
Angelo Bianchera P.P.a Biandes	Cornelia Schweizer Ppa C. Solweizer
Erwin Corpataux	Tobias Steiner
Christa Derungs	René Untersander
Evangelos Giannoulas PP E. Alune	Madeleine Wanner-Boner
Christian Lang	Fernand Zurbriggen
Christian Manetsch	
Karl Mettler	
Monica Rohrer 1/2 la Dive	
Pascale Nina Sameli	

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Attachment

Handlungsbevollmächtigte Authorized Officers

eas Bösch	i.V. Boal	Andreas Ramon	i.v. e. R.
ue Gnädinger	1.V. M. Carly	Doris Renold	iv O. Enold
ldener	i.V. J. HoloCozer	Patrizia Saxer Simone	i v. Blacky lamord
ilin-Reding	W. B. talm-Rolling	Jaqueline Stephan	i.V. Stephen
osch Nussba	iV. D. Musbau	Patric Stocker	it Just
#10411111111111111111111111111111111111	i.v. S. L'umel	Janine Vannaz	i.V. J. Vannag
erger	iv. F. Nindurvagu		0
angari	i.V. R. Daugeri		
olin	i.V. James Sogar Passalri		
Prinz	i.v. The		

Allgemeine Bestimmungen

Zur verbindlichen Zeichnung namens der Privatbank IHAG Zürich AG bedarf es grundsätzlich der gemeinsamen Unterschrift von zwei zeichnungsberechtigten Personen.

Die Handlungsbevollmächtigten können nicht gemeinsam mit einem zweiten Handlungsbevollmächtigten rechtsverbindlich zeichnen, sondern nur gemeinsam mit einer der übrigen zeichnungsberechtigten Personen.

Die den Handlungsbevollmächtigten im Sinne von Art. 462 des Schweizerischen Obligationenrechts erteilte Vollmacht erstreckt sich auch auf das Eingehen von Wechselverbindlichkeiten (einschliesslich Bankchecks). Im Übrigen beschränkt sich das Zeichnungsrecht der Handlungsbevollmächtigten auf die gewöhnlich vorkommenden Bankgeschäfte.

General Remarks

In principle, only joint signatures by two persons who are authorized to sign constitute a binding signature on behalf of Privatbank IHAG Zürich AG.

The joint signatures of two authorized signatories do not constitute a legally binding signature. To make a bank signature binding, an authorized signatory must sign jointly with another person authorized to sign other than an authorized signatory.

The authority conferred upon authorized signatories pursuant to article 462 of the Swiss Federal Code of Obligations also includes the power to sign drafts, bills of exchange as well as banker's checks, etc. In all other cases, the authority to sign of authorized signatories is restricted to usual banking transactions.

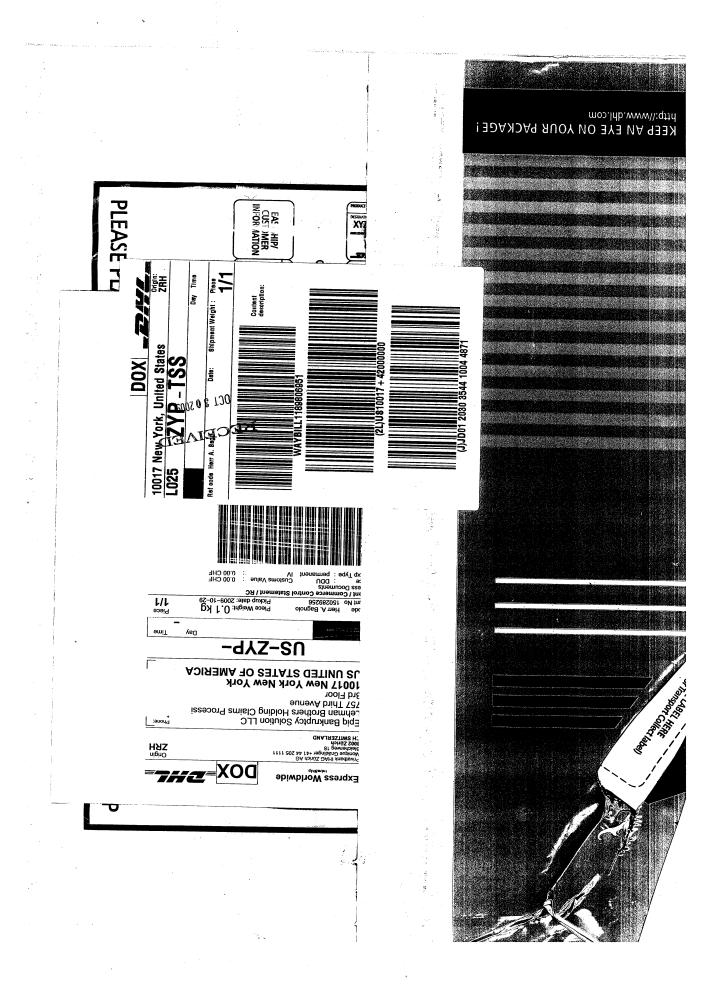
Direktion Management

Hanspeter Schudel Direktor Senior Vice President		Rolf Hälg Vizedirektor Vice President	<i>(</i>].
Daniel Albisser Stellvertretender Direktor First Vice President	0.09	Daniel Kobler Vizedirektor Vice President	
Alice Fritz Stellvertretende Direktorin First Vice President	of trite	Christoph Kaufmann Vizedirektor Vice President	Ov.
Dr. Michael Gubser Stellvertretender Direktor First Vice President	a Coo	Sandrine Koller Vizedirektorin Vice President	
Daniel Junker Stellvertretender Direktor First Vice President	Ju le	Richard Ott Vizedirektor Vice President	Lin
Andreas Krattiger Stellvertretender Direktor First Vice President	Map	Vera Quast Vizedirektorin Vice President	
Aurel F. J. Lüthi Stellvertretender Direktor First Vice President	hhi	Katharina Schär Vizedirektorin Vice President	A
Adrian Nussbaumer Stellvertretender Direktor First Vice President	lughum	Michael Schiller Vizedirektor Vice President	U
Jürg Ragaz Stellvertretender Direktor First Vice President	May	Marcel Spring Vizedirektor Vice President	
Marco Sinkwitz Stellvertretender Direktor First Vice President	17. Shihmif	Bruno Springer Vizedirektor Vice President	Ş
Luca Angelastri Vizedirektor Vice President	OM:	Walter Wenger Vizedirektor Vice President	•
Stefan Becker Vizedirektor Vice President	The	Matthias Wullschleger Vizedirektor Vice President	M. W
Per Classon Vizedirektor Vice President	fla fla-		
Urs Eberhard Vizedirektor Vice President	Us Barhaud		
Roger Egg Vizedirektor Vice President		_	
Marco Gerber Vizedirektor Vice President	Gus		

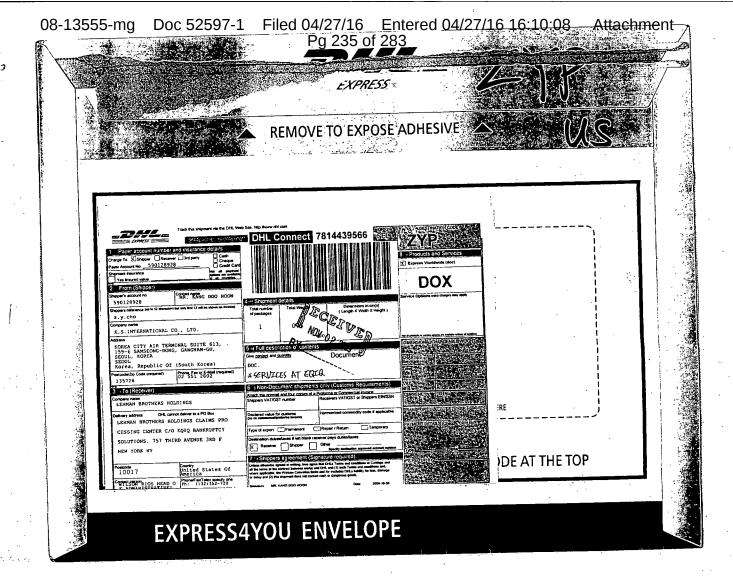
Privatbank IHAG Zürich AG Bleicherweg 18 Postfach CH-8022 Zürich

Telefon +41 44 205 11 11 Fax +41 44 205 12 85

info@pbihag.ch www.pbihag.ch



Lehman Brothers		•		CURITIES PROGRAMS OF OF CLAIM
In Re: Lehman Brothers Debtors.	Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Lehman Br	Southern District of New York others Holdings Inc., Et Al. 8-13555 (JMP) 0000060903
based on Lehm	m may not be used t an Programs Securi man-docket.com as			
Creditor)	IC LATEN DRICZ	and address where notices should be ES LIMITED ERCIAL CENTRE, 87-10 HATSUI, HONG KONG		Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known)
82-10-32 Telephone number	35-2720 Er	mail Address: peterk@ be sent (if different from above)	csisteel.com	Filed on:
TO BENEFI ACCOUNT I BANK: FO	Where payment should CIARY: ASSET NUMBER: 80 ORTIS BANK H	r plus enterphises	LIMITED ONG KONG	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
1. Provide the tot Programs Securitie and whether such of dollars, using the e you may attach a si	al amount of your claim es as of September 15, 2 claim matured or becam exchange rate as applical	n based on Lehman Programs Securit 1008, whether you owned the Lehman te fixed or liquidated before or after so ble on September 15, 2008. If you ar amounts for each Lehman Programs	ies. Your claim amount must be n Programs Securities on Septen September 15, 2008. The claim e filing this claim with respect t	e the amount owed under your Lehman nber 15, 2008 or acquired them thereafter, amount must be stated in United States o more than one Lehman Programs Security, ates.
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Accountholders E	uroclear Bank, Clears	tream Bank or Other Depository F	articipant Account Number:	27770
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Penalty fo	or presenting fraudulent	claim: Fine of up to \$500,000 or in	prisonment for up to 5 years, or	both. 18 U.S.C. §§ 152 and 3571



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United States Bankruptcy Court/Southern Lehman Brothers Holdings Claims Process c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	sing Center	Р	SECURITIES PROGRAMS ROOF OF CLAIM USBC-Southern District of New York
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	,	shman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000062816
Note: This form may not be used to on Lehman Programs Securities as I docket.com as of July 17, 2009		1	
Name and address of Creditor (andname a Creditor)	and address where notices should be sent if	-	Check this box to indicate that this aim amends a previously filed claim.
The Värde Fund VI-A, L.P. c/o Brown Rudnick LLP Seven Times Square		C	ourt Claim Number:
New York, NY 10036 Attn: Howard Steel, Esq.			led on:
Telephone number: 212.209.4800	Email Address: hsteel@brownru	<u> </u>	
Name and address where payment should Värde Management, L.P. (agent for The V 8500 Normandale Lake Blvd, Suite 1500 Minneapolis, MN 55437 Attn: Liquid Operations / Operations@varcAttn: Scott Hartman / shartman@varde.co	ärde Fund VI-A, L.P.) de.com / 952.374.5122	ha	Check this box if you are aware that anyone else as filed a proof of claim relating to your claim. ttach copy of statement giving particulars.
Telephone number: (provided above)	Email Address: (provided a	bove)	
Amount of Claim: \$ See Exhibiting Check this box if the amount of claims. Provide the International Securities Identified.	ams Security to which this claim relates. t A, attached (Required	on to the principal amou	
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the creditor or other person auth	nis claim must sign it. Sign and print name norized to file this claim and state address a tice address above. Attach copy of power o	nd telephone	NOV 0 2 2009
Nathan J. Geske Vice President	(see payment address ab		EPIQ BANKRUPTCY SOLUTIONS, LLC
Joseph De Doming Jr dadaic	The or up to 4500,000 or impr		5

EXHIBIT A

ADDENDUM TO PROOF OF CLAIM OF THE VÄRDE FUND VI-A, L.P.

- 1. This Proof of Claim is, and shall be deemed to be, filed, submitted and asserted by The Värde Fund VI-A, L.P. ("Värde") against Lehman Brothers Holdings Inc. ("LBHI") and its affiliates, as debtors and debtors-in-possession (collectively, the "Debtors") in each of their respective chapter 11 cases. Värde is filing this Proof of Claim in order to set forth the claims of Värde relating to "Lehman Programs Securities" against LBHI and the Debtors, as more fully described below.
- 2. Värde is a noteholder in several notes series issued by Lehman Brothers Treasury Co. B.V. ("<u>LBT</u>") and LBHI (collectively, the "<u>Notes</u>"), and is also a holder of certificates issued by Lehman Brothers Securities N.V. ("<u>LBS</u>") and LBT (collectively, the "<u>Certificates</u>"), as more fully described on the attached <u>Schedule 1</u>.
- 3. Värde asserts this claim against LBHI for any and all prepetition and postpetition amounts and liabilities in respect of the Notes, Certificates and any other documents related thereto, including, without limitation, any and all principal, premiums, interest, additional interest, periodic payments, coupon payments, fees, costs, expenses, attorneys' and professionals' fees and disbursements, any final redemption amounts, automatic redemption amounts, cash settlement amounts, physical settlement amounts, fractional share amounts, cancellation amounts, early redemption amounts, any other amounts owed, and any and all indemnification obligations owed under the Notes and Certificates (as applicable), and to the extent allowed by law.
- 4. Pursuant to that certain Unanimous Written Consent of the Executive Committee of the Board of Directors of LBHI, dated June 9, 2005 (the "2005 Guarantee"), a copy of which

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is attached hereto as Exhibit B, LBHI has guaranteed the payment of all liabilities, obligations and commitments of certain subsidiaries, including LBT and LBS. Pursuant to that certain Guarantee Agreement in respect of LBT, dated July 24, 2008 (the "2008 Guarantee"), a copy of which is attached hereto as Exhibit C, LBHI unconditionally and irrevocably guaranteed the performance of all of LBT's obligations in the Notes, including, without limitation, the payment of principal and interest, together with all other sums payable by LBT under the Notes. The 2008 Guarantee extends to the ultimate balance of the Notes notwithstanding any settlement of accounts, or other matter whatsoever, and remains in full force and effect until all obligations have been irrevocably paid and satisfied in full. Värde thus asserts its claim with respect to the Notes and Certificates against LBHI on the basis of the 2005 Guarantee, the 2008 Guarantee, and any other guarantees, contractual or otherwise, by LBHI for the benefit of LBT and LBS.

- 5. As certain of the damages described above are contingent, unliquidated and likely to continue, the exact amount of Värde's total claim as set forth herein is unknown at this time. Värde reserves the right to amend or supplement this Proof of Claim, and any schedule or exhibit attached hereto, as it may deem necessary and proper.
- 6. Värde reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted against Värde by LBHI and the Debtors, including, without limitation, any rights of setoff and/or recoupment not expressly observed above. Värde reserves the right to file additional proofs of claim for additional claims which may be based on the same or additional documents. Värde reserves the right to file additional proofs of claim for administrative expenses or other claims entitled to priority. Värde reserves the right to file claims for the payment of interest (subject to applicable law) and for the reimbursement of all reasonable expenses (including attorneys' fees and

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collection fees) incurred by Värde in connection with the claims described herein. Värde further reserves all of its rights as against the other debtors in these Chapter 11 proceedings and against other Lehman entities in any other Lehman proceeding in the United States or overseas.

7. This Proof of Claim is filed under the compulsion of the bar date set in this case and is filed to protect Värde from forfeiture of its claim by reason of said bar date. The filing of this Proof of Claim shall not constitute: (a) a waiver, release, or limitation of Värde's rights against any person, entity or property (including, without limitation, LBHI or any other person or entity that is or may become a debtor in a case pending in this Court) in which Värde has a security interest or lien, (b) a consent by Värde to the jurisdiction or venue of this Court or any other court with respect to the proceedings, if any, commenced in any case against or otherwise involving Värde with respect to the subject matter of the claims set forth in this Proof of Claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in these cases against or otherwise involving Värde, (c) a waiver, release, or limitation of the right of Värde to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution, (d) a consent by Värde to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise, (e) a waiver, release, or limitation of Värde's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a U.S. District Court Judge, (f) a waiver of the right to move to withdraw the reference with respect to the subject

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matter of this claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Värde, (g) a consent to the termination of LBHI's liability to Värde by any particular court, including, without limitation, this Court, (h) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c), or (i) an election of remedies. No judgment has been rendered on this claim. This claim is not subject to any setoff or counterclaim rights by LBHI.

- 8. Copies of any documents that underlie or evidence the obligations of LBHI, the Debtors, and any issuer to Värde that are not attached hereto are available upon written request to Värde.
- 9. All notices and distributions in respect of this claim should be forwarded to: The Värde Fund VI-A, L.P. c/o Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attn: Howard S. Steel, Esq.

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SCHEDULE 1

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EXHIBIT B

2005 GUARANTEE

96/98/2005

15:41

LEHMAN → 916467582653

NO.504 D01

UNANIMOUS WRITTEN CONSENT OF THE

EXECUTIVE COMMITTEE OF THE

BOARD OF DIRECTORS OF

LEHMAN BROTHERS HOLDINGS INC.

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT.

08-13555-mg Doc 52597-1 Filed 04/27/16 Entered 04/27/16 16:10:08 Attachment Pa 245 of 283

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RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date based, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries abould originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being sutherland to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegae thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an amoracy of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

lated: June 9, 2005

Richard S Pold Ir.

John D. Macomber

*96/08/200*5

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NO.504 P03

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

	Name of Subsidiary	issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4,	Lehman Brothers Commercial Corporation	No
5,	Lehman Brothers Commercial Corporation Asia Limited	No
б.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

EXHIBIT C

2008 GUARANTEE

CLIFFORI

CLIFFORD CHANCE LLP

EXECUTION COPY

LEHMAN BROTHERS HOLDINGS INC. LEHMAN BROTHERS TREASURY CO. B.V. LEHMAN BROTHERS BANKHAUS AG

U.S.\$100,000,000,000 EURO MEDIUM-TERM NOTE PROGRAM

Unconditionally and irrevocably guaranteed, as to Notes to be issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG, by

LEHMAN BROTHERS HOLDINGS INC.

GUARANTEE AGREEMENT

in respect of

LEHMAN BROTHERS TREASURY CO. B.V.

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THIS GUARANTEE AGREEMENT is made as of 24 July 2008

BY

(1) LEHMAN BROTHERS HOLDINGS INC. (the "Guarantor")

IN FAVOUR OF

- (2) HOLDERS (as defined below); and
- (3) THE ACCOUNTHOLDERS (as defined below);

WHEREAS

LEHMAN BROTHERS HOLDINGS INC., LEHMAN BROTHERS TREASURY (A) CO. B.V. and LEHMAN BROTHERS BANKHAUS AG (each an "Issuer" and together the "Issuers") have established a Program (the "Program") for the issuance of medium-term notes (the "Notes"). In connection with the Program the Issuers have entered into an Amended and Restated Fiscal Agency Agreement dated 24 July 2008 (as supplemented and amended from time to time, the "Fiscal Agency Agreement") with the Bank of New York Mellon, acting through its London Branch, as Fiscal Agent, the Bank of New York Mellon, acting through its New York Branch, as Registrar and the other parties referred to therein. Notes in bearer form may be represented initially by (in the case of Issuers other than Lehman Brothers Holdings Inc.) a permanent global Note (the "Permanent Global Note") or by a temporary global Note (the "Temporary Global Note") exchangeable in accordance with its terms for a Permanent Global Note or, as the case may be, definitive notes in bearer form ("Definitive Notes") and/or registered Notes ("Registered Notes") represented by definitive Notes in registered form ("Definitive Registered Notes"), global Notes in registered form ("Global Registered Notes") or Notes in registered uncertified form. Permanent Global Notes are, in accordance with their respective terms, exchangeable for Definitive Notes. Registered Notes may be represented initially by Definitive Registered Notes and/or Global Registered Notes. Global Registered Notes, are themselves exchangeable, in accordance with their terms, for Definitive Registered Notes. References herein to "Global Notes" shall be to Permanent Global Notes, Temporary Global Notes and Global Registered Notes. A Global Note will be delivered to a depositary or a common depositary or a common safekeeper or a custodian, as the case may be, for any one or more of the Clearing Systems (as defined below) for credit to such securities clearing (or any other) account or accounts with any Clearing System as may be determined by the terms and conditions and operating procedures or management regulations of the relevant Clearing System with its respective participants and/or accountholders. Notes denominated in Australian dollars may be issued in the domestic Australian capital markets ("Australian Domestic Notes") and Notes denominated in New Zealand dollars that may be cleared through the Austraclear New Zealand System ("New Zealand Domestic Notes") may be issued by Lehman Brothers Treasury Co. B.V. ("LBTCBV"), in each case pursuant to a deed poll to be executed by LBTCBV (the "Deed Poll"), and such Australian Domestic Notes and New Zealand Domestic Notes will be issued in registered, uncertificated and dematerialised book-entry form and take the form of entries on a register to be

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- maintained by an Australian or New Zealand registrar, as applicable, to be appointed by LBTCBV.
- (B) The Guarantor has agreed to guarantee irrevocably the payment of principal and interest together with all other sums payable by LBTCBV under the Notes issued by LBTCBV (the "Guaranteed Issuer") and to guarantee irrevocably the performance by the Guaranteed Issuer of its obligations under the Deed of Covenant, dated 24 July 2008, by the Guaranteed Issuer in favour of the parties identified therein (as supplemented, amended or replaced from time to time, the "Deed of Covenant") and the performance by the Guaranteed Issuer of its obligations under the Deed Poll.

NOW THIS GUARANTEE WITNESSES as follows:

1. **DEFINITIONS**

- 1.1 In this Guarantee the following words and expressions shall have the following meanings:
 - "Accountholder" shall bear the meaning ascribed thereto in the Deed of Covenant in respect of Guaranteed Notes;
 - "Clearing System" means each of Euroclear, Clearstream, Luxembourg, DTC and any other clearing system specified in the relevant Final Terms;
 - "Conditions" means the terms and conditions of the relevant Notes, as the same may be modified or supplemented in accordance with the terms thereof, and any reference to a numbered "Condition" is to the correspondingly numbered provision thereof;
 - "DTC" means The Depositary Trust Company;
 - "Guaranteed Note" shall mean a Note issued by the Guaranteed Issuer (including an Australian Domestic Note and a New Zealand Domestic Note) and shall include any related Coupon, Talon or Receipt;
 - "Holder" shall bear the meaning ascribed thereto in the Conditions, in respect of any Guaranteed Note;
 - "Relevant Date" means either (i) the date on which payment of the relevant Note first becomes due or (ii) if the full amount of the moneys payable has not been received by the Fiscal Agent (or any other paying agent in respect of the relevant Note) on or prior to such due date, the date on which all moneys then due for payment shall have been so received and notice to that effect shall have been duly given to the Holders or Accountholders; and
 - "this Guarantee" shall mean this Guarantee Agreement as amended or supplemented from time to time.
- 1.2 Headings used in this Guarantee are for each of reference only and shall not affect its construction.
- 1.3 Unless otherwise defined herein, terms defined in the Conditions have the same respective meanings when used in this Guarantee.

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2. GUARANTEE

- 2.1 The Guarantor hereby irrevocably and unconditionally guarantees to the Holders and the Accountholders the performance by the Guaranteed Issuer of all its obligations pursuant to the Conditions of the Notes including without limitation:
 - (a) the due and punctual payment of each amount payable in respect of any Guaranteed Note, the Deed of Covenant and the Deed Poll as and when the same become due and payable; and
 - (b) any obligation to deliver or procure the delivery of any securities pursuant to such Conditions,

so that the Guarantor shall, if the Guaranteed Issuer shall fail punctually to perform any such obligation forthwith perform or procure the performance of the obligation in accordance with the applicable Conditions upon written demand by such Holder or Accountholder including (without limitation) the due and punctual payment of any such amount in the manner and currency prescribed by such Guaranteed Note which the Guaranteed Issuer shall be liable to pay under and pursuant to such Guaranteed Note, the Deed of Covenant or the Deed Poll or the delivery of any securities pursuant to such Conditions and which the Guaranteed Issuer shall have failed to pay or deliver (as the case may be) at the time such demand is made.

- 2.2 This Guarantee is one of payment and not collection. The Guarantor acknowledges that its obligations hereunder are several and independent obligations of the Guaranteed Issuer and that the Guarantor shall be liable as sole principal debtor, with the consequence that such liability will not be discharged, impaired or otherwise affected by anything which would not so discharge, impair or otherwise affect its liability if it were a sole principal debtor, including without limitation:
 - (a) any time, indulgence, waiver or consent at any time given to the Guaranteed Issuer or any other person;
 - (b) any amendment to the Conditions in respect of the Guaranteed Notes, the Deed of Covenant or the Deed Poll or to any security or other guarantee or indemnity;
 - the making or absence of any demand on the Guaranteed Issuer or any other person;
 - (d) the enforcement or absence of enforcement of any Guaranteed Notes, the Deed of Covenant or the Deed Poll or of any security or other guarantee or indemnity;
 - (e) the release of any such security, guarantee or indemnity:
 - (f) the dissolution, amalgamation, reconstruction or reorganisation of the Guaranteed Issuer or any other person;
 - (g) the winding up of the Guaranteed Issuer or the bringing of any analogous proceeding in any jurisdiction or any change in its status, function, control or ownership; and

- (h) the illegality, invalidity, irregularity or unenforceability of, or any defect in, any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll or any of the Guaranteed Issuer's obligations in respect thereof.
- As a separate and alternative stipulation, the Guarantor irrevocably agrees that any sum expressed to be payable by the Guaranteed Issuer under any Guaranteed Note, the Deed of Covenant or the Deed Poll which is for any reason (including, without limitation, by reason of any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll being or becoming void, unenforceable or otherwise invalid under any applicable law) (whether or not now known or becoming known to the Guaranteed Issuer, the Guarantor, the Holder(s), the Accountholder(s) or any other person) not recoverable from it on the basis of a guarantee, will nevertheless be recoverable from it as if it were the sole principal debtor and will be paid by it to the Holder(s) or the Accountholder(s) on written demand. This indemnity constitutes a separate and independent obligation from the other obligations in this Guarantee, gives rise to a separate and independent cause of action and will apply irrespective of any indulgence granted by the Holder(s), the Accountholder(s) or any other person.

3. STATUS

- 3.1 The claims of the Holders and Accountholders against the Guarantor in respect of senior Guaranteed Notes will constitute direct, unconditional and (subject to the provisions of Condition 11 (Negative Pledge with respect to Senior Notes) and the provisions of the Fiscal Agency Agreement) unsecured obligations of the Guarantor and rank pari passu in right of payment among the Guarantee, prior to the equity securities of the Guarantor and equally with all other unsecured and unsubordinated debt obligations of the Guarantor (subject, in the event of insolvency, to laws affecting creditors' rights generally).
- 3.2 The claims of the Holders and the Accountholders against the Guarantor in respect of subordinated Guaranteed Notes constitute direct, unsecured and subordinated obligations of the Guarantor and rank pari passu among themselves and pari passu will all other present and future unsecured, unconditional and subordinated indebtedness of the Guarantor and will be subordinated, in the event of the winding-up of the Guarantor, to the claims of its Senior Creditors. Amounts payable under the Guarantee shall be due and payable by the Guarantor in such winding-up only if and to the extent that all claims against the Guarantor by its Senior Creditors have been paid in full.
- 3.3 Subject to applicable law, no Holder or Accountholder may be granted any security by the Guarantor or any third party or claim any right of set-off in respect of any amount owed to it by the Guarantor under this Guarantee in connection with subordinated Guaranteed Notes and each Holder or relevant Accountholder shall be deemed to have waived all such rights.
- 3.4 Subsequent agreements which limit the subordination effected pursuant to Clause 3.2 or which accelerate payments under this Guarantee in respect of subordinated Guaranteed Notes are not permitted by law. Should payments be effected in respect of subordinated Guaranteed Notes by the Guarantor before the maturity date without legal preconditions

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being fulfilled, the amount paid shall be refunded to the Guarantor notwithstanding any agreement to the contrary.

4. CONTINUING GUARANTEE

This Guarantee is a continuing guarantee and shall extend to the ultimate balance of all the obligations of the Guaranteed Issuer under any Guaranteed Note notwithstanding any settlement of account or other matter or thing whatsoever. It shall remain in full force and effect until all such obligations have been irrevocably paid and satisfied in full. Furthermore, such obligations are additional to, and not in substitution for, any security or other guarantee or indemnity at any time existing in favour of any person.

5. REINSTATEMENT

If any payment received by a Holder or Accountholder shall, on the subsequent bankruptcy, insolvency, corporate reorganisation or other similar event of the Guaranteed Issuer, be avoided or set aside under any laws relating to such events, such payment shall not be considered as discharging or diminishing the liability of the Guarantor and this Guarantee shall continue to apply as if such payment had at all times remained owing by the Guaranteed Issuer, provided that the obligations of the Guaranteed Issuer and/or the Guarantor under this Clause 5 shall, as regards each payment made to the Holder or Accountholder which is avoided or set aside, be contingent upon such payment being reimbursed to the Guaranteed Issuer or other persons entitled through the Guaranteed Issuer.

6. IMMEDIATE RECOURSE

The Guarantor waives any right it may have of first requiring a Holder or Accountholder to proceed against or enforce any other rights or security against the Guaranteed Issuer or any other person before claiming from the Guarantor hereunder.

7. COVENANTS

The Guarantor covenants in favour of the Holders and the Accountholders that it will duly perform and comply with the obligations expressed to be undertaken by it in the Conditions.

8. **DEPOSIT OF GUARANTEE**

This Guarantee shall be deposited with and held by the Fiscal Agent until all obligations of the Guaranteed Issuer and/or in respect of the Guaranteed Notes have been discharged in full. The Guarantor hereby acknowledges the right of every Holder and Accountholder to the production of this Guarantee.

9. STAMP DUTIES

The Guarantor shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Guarantee, and shall indemnify each Holder and Accountholder against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, reasonably legal fees and any

applicable value added tax) which it incurs as a result of or arising out of or in relation to any failure of the Guarantor to pay or delay in paying any of the same.

10. PARTIAL INVALIDITY

If at any time any provisions hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

11. NOTICES

All notices, demands or other communications by any Holder or Accountholder upon the Guarantor shall be duly served upon the Guarantor if served on the Guarantor by letter at 745 Seventh Avenue, New York, New York 10019.

12. GOVERNING LAW

This Guarantee shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS whereof the Guarantor has executed this Guarantee the day and year first above written.

EXECUTED

by LEHMAN BROTHERS HOLDINGS INC.

acting by

PAOLO TONUCCI

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EPIQ BANKRUPTCY SOLUTIONS, LLC

DATE

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08-13555-mg Doc 52597-1 Filed 04/27/16 Entered 04/27/16 16:10:08 Attachment Pg 258 of 283

United States Bankruptcy Court/Southern District of New York	LEUMAN OF OUR TIER RECORANG
Lehman Brothers Holdings Claims Processing Center c/o Epig Bankruptcy Solutions, LLC	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM
FDR Station, P.O. Box 5076	Filed: USBC - Southern District of New York
New York, NY 10150-5076 In Re: Chapter 11	Lehman Brothers Holdings Inc., Et Al.
Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)	08-13555 (JMP) 0000063450
Debtors. (Jointly Administered)	# # # # # # # # # # # # # # # # # # #
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009	11
Name and address of Creditor: (and name and address where notices should be sent if d	ifferent from Creditor) Check this box to indicate that this claim amends a previously filed claim.
Banca Esperia S.p.A. Via Filodrammatici, 5	Court Claim Number:
20121 Milano	(If known)
Italy Attention: Mr. Luca Pellegrino	
Attention. Wit. Lace I enegrino	Filed on:
Telephone number: +39 02 88219393 Email Address: luca.pellegrino@gruppo	
Name and address where payment should be sent (if different from above)	☐ Check this box if you are aware that anyone
	else has filed a proof of claim relating to your claim. Attach copy of statement giving
	particulars.
Telephone number: Email Address:	
1. Provide the total amount of your claim based on Lehman Programs Securities. Your	claim amount must be the amount owed under your Lehman Programs Securities as
of September 15, 2008, whether you owned the Lehman Programs Securities on Septem fixed or liquidated before or after September 15, 2008. The claim amount must be state	ed in United States dollars, using the exchange rate as applicable on September 15,
2008. If you are filing this claim with respect to more than one Lehman Programs Security to which this claim relates.	urity, you may attach a schedule with the claim amounts for each Lehman Programs
Amount of Claim: See attached (Required)	
🔀 Check this box if the amount of claim includes interest or other charges in addition to	o the principal amount due on the Lehman Programs Securities.
2. Provide the International Securities Identification Number (ISIN) for each Lehman F to more than one Lehman Programs Security, you may attach a schedule with the ISINs	Programs Security to which this claim relates. If you are filing this claim with respect for the Lehman Programs Securities to which this claim relates.
International Securities Identification Number (ISIN): See attached	(Required)
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Refere	ence Number, or other depository blocking reference number, as appropriate (each, a
"Blocking Number") for each Lehman Programs Security for which you are filing a claibroker or other entity that holds such securities on your behalf). If you are filing this claim.	im. You must acquire a Blocking Number from your accountholder (i.e. the bank,
schedule with the Blocking Numbers for each Lehman Programs Security to which this	claim relates.
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference	rence Number and or other depository blocking reference number.
See attached (Required)	and the second s
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant accouncialm. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository	nt number related to your Lehman Programs Securities for which you are filing this
other entity that holds such securities on your behalf). Beneficial holders should not pro	wide their personal account numbers.
Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participa	ant Account Number:
See attached (Required)	
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing t	this claim, you consent to, and FOR COURT USE ONLY
are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository tholdings of Lehman Programs Securities to the Debtors for the purpose of reconciling control of the purpose of the purpose of reconciling control of the purpose of th	
Date Signature: The person filing this claim must sign it. Sign and print name	e and title, if any of the creditor
October or other person authorized to file this claim and state address and telepho	one number if different from the
Name: Andrea Cingoli Title: Chief Executive Office	NOV 0 2 2009
Name. Andrea Gingon Finds. Giner Executive Office	
Name: Carla Giannone Title: Head of Legal Departme	EPIQ BANKRUPTCY SOLUTIONS, LLC
reame. Carra Gramione True. Tread of Degar Departme	ent (alla faumoul)
	mprisopment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

ANNEX TO PROOF OF CLAIM OF BANCA ESPERIA S.P.A.

- 1. <u>Claimant</u>. Banca Esperia S.p.A. (the "Claimant"), hereby files the accompanying proof of claim (the "Proof of Claim") against Lehman Brothers Holdings Inc. (the "Debtor"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "Petition Date"), as described more fully below.
- Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers UK Capital Funding III LP (the "Obligors") and guaranteed by the Debtor (each a "Program Security" and, together, the "Program Securities") identified on the list of Lehman Program Securities, which is available on the Debtors' website, http://www.lehman-docket.com under the heading "Key Documents." The International Securities Identification Number ("ISIN") identifying each Program Security, along with the respective Clearstream Bank blocking reference number and the Clearstream Bank account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 attached hereto. The Program Securities issued by



Lehman Brothers Treasury Co. B.V. have also the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of Lehman Brothers Treasury Co. B.V. pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

- 3. <u>Claim</u>. The Claimant is authorized to act on behalf of the holders of certain securities described more fully in <u>Exhibit 1</u> hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 6,414,784.19 <u>plus</u>, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "Claim"). An itemization of certain amounts comprising the Claim is set forth on <u>Exhibit 2</u> attached hereto.
- 4. <u>Security Interests and Priority Status</u>. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.
- 5. <u>Claims, Counterclaims, Setoffs and Defenses</u>. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.
- 6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or



person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.



ISIN Code	Clearstream blocking #	Clearstream account #	Sub- custodian account #	Issuer	Nominal Amount
XS0243852562	CA94081	88511	1011740600C	Lehman Brothers UK Capital Funding III LP	€ 650,000.00
XS0195431613	CA74749	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 50,000.00
XS0176153350	CA96899	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 221,000.00
XS0176153350	CA18057	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 15,000.00
XS0210782552	CA75303	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 25,000.00
XS0178969209	CA74978	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 130,000.00
XS0211093041	CA75797	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 300,000.00
XS0211093041	CA18304	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 30,000.00
XS0208459023	CA74731	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 2,145,000.00
XS0283497005	CA05026	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 14,000.00
XS0181945972	CA75420	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 855,000.00

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ISIN Code	Nominal Amount (EUR)	Interest** (EUR)	Total (EUR)	Nominal Amount (USD)*	Interest (USD) *	Total (USD) *
XS0243852562	650,000.00	14,107.73	664,107.73	919,815.00	19,963.85	939,778.85
XS0195431613	50,000.00	422.37	50,422.37	70,755.00	597.70	71,352.70
XS0176153350	236,000.00	6,713.21	242,713.21	333,963.60	9,499.86	343,463.46
XS0210782552	25,000.00	546.48	25,546.48	35,377.50	773.32	36,150.82
XS0178969209	130,000.00	3,579.64	133,579.64	183,963.00	5,065.55	189,028.55
XS0211093041	330,000.00	3,804.93	333,804.93	466,983.00	5,384.36	472,367.36
XS0208459023	2,145,000.00	48,081.25	2,193,081.25	3,035,389.50	68,039.78	3,103,429.28
XS0283497005	14,000.00	387.28	14,387.28	19,811.40	548.04	20,359.44
XS0181945972	855,000.00	20,453.14	875,453.14	1,209,910.50	28,943.24	1,238,853.74

	USD \$ 6,414,784.19
Total Claim Amount	11811 8 0.414. /84.19 1
Total Claim Amount	002 0,121,701122

^{*} Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the European Central Bank for September 15, 2008: $1 \, EUR = 1.4151 \, USD$.



^{**} Interest accrued until September 14, 2008 (included).

Evidence of Ownership



MCDD CUSTODY

NR. 789 P.



GNP PARIBAS SA eu cucital de 1 772 303 526 euros Immatriculée sous le n° 662 042 448 RCS = Identifian: C E FR76662042448 Siège social : 16, bid des lisitans = 75009 PARIS = www.bnppsribbs.com

CORPORATE ACTION - AVIS DE BLOCAGEBLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number 30026 97574 1011740600C

BANCA ESPERIA SA VIA DANTE 16 20121 MILANO ITALIE

reference 0258E - 2009477377

October 20Th, 2009

LEHMAN «XS0243852562»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

Isin: XS0243852562

Security name: LEHMAN Type of event: CONSENT

Instruction quantity: FAMT 650000 Instruction's date: 14/10/2009 Blocking reference: CA94081

For more information, please feel free to contact your dedicated account manager.

Best regards.







MCDD CUSTODY

NR. 789



BNP PARIBAS SA au captel de 1 772 303 826 eums Immal/Iculés scus le n° 652 042 449 RCS – Identifent C.E FR76852042448 Siège social : 19, bid des talters – 75009 PARIS – www.bnppsribas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number

BANCA ESPERIA SA VIA DANTE 16 20121 MILANO IT ITALIE

30026 97574 1011740600C

reference 0285[£] - 2009478129

OCTOBER 14th, 2009

LEHMAN BROS TSY TV14 CPI EMTN «X\$0195431613 »

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

Isin: XS0195431613

Security name: LEHMAN BROS TSY TV14 CPI EMTN

Type of event: CONSENT Instruction quantity: 50000 Instruction's date: 13/10/2009 Blocking reference: CA74749

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services

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MCDD CUSTODY

NR. 789 P. 12



BNP PARIBAS SA su capital de 1 772 303 626 euros Immalhiculée spys lo nº 962 042 449 RCS - Identifant C.E FR76662042446 Siège social : 18, bid des italians - 75008 PARIS - www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number

BANCA ESPERIA SA VIA DANTE 16 20121 MILANO IT ITALIE

30026 97574 1011740600C

reference 0258E -- 2009477638

October 16th, 2009

LEHMAN TV03-1013 EMTN «XS0176153350 »

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

Isin: X\$0176153350

Security name: LEHMAN TV03-1013 EMTN

Type of event: CONSENT Instruction quantity: 221000 Instruction's date: 13/10/2009 Blocking reference: CA96899

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services



MCDD CUSTODY

NR. 789 P.



BNP PARIBAS 6A su capital de 1 772 303 528 curos Immatriculée cous le n° 552 042 449 RCS – Identifani C.E FR7685204244\$ Biège cocial · 18, bid des italians – 75009 PARIS – www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number

BANCA ESPERIA SA VIA DANTE 16 20121 MILANO IT ITALIE

30026 97574 1011740600C

reference 0258E - 2009477638

October 19th, 2009

Sirs.

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

Isin: XS0176153350

Security name: LEHMAN BROTHERS TV03-1013EMTN

Type of event: CONSENT Instruction quantity: 15000 Instruction's date: 19/10/2009 Blocking reference: CA18057

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services

C.J.

MCDD CUSTODY

NR. 789

BNP PARIBAS

BNP PARIBAS SA su capital de 1 772 393 528 euros Immatricules sous is nº 552 042 449 RCS – identifiant C.E FR76662042449 Siège social : 1ê, bid des lighons – 75009 PARIS – www.bnppstibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number 30026 97574 1011740600C

VIA DANTE 16 20121 MILANO IT ITALY

BANCA ESPERIA SA

Reference 0258E - 2009477996

October 14th, 2009

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0210782552

Security name: LEHMAN BROTHERS TV05-010213EMTN

Type of event: CONSENT Instruction's date: 13/10/2009 Instruction quantity: 25 000

Blocking reference: CA75303

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services

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MCDD CUSTODY

NR. 789

P. 13



BNP PARIBAS SA au capital de 1 772 303 526 auros Immatriculide sous le nº 862 042 449 RCS - Identicant C.E FR78862042449 Siège social : 16. bid des ligillens - 75008 PARIS - www.bnpparibas.com

CORPORATE ACTION - ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

BANCA ESPERIA SA VIA DANTE 16 **20121 MILANO** ITALY

Account number PARB ITMM 30026 97574 1011740600C BANCA ESPERIA SPA

Reference 0258E - 2009477642

October 14th, 2009

LEHMAN TV13 EMTN « XS0178969209»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0178969209

Security Name: LEHMAN TV13 EMTN

Type of event: CONSENT Instruction's date: 14-10-2009 Quantity: 130 000 FAMT Blocking reference: CA74978

For more information, please feel free to contact your dedicated account manager.

Best regards.

C.J.

MCDD CUSTODY

NR. 789 P. 1



BNP PARIBAS SA au copigi de 1 772 303 529 auros Immaricules sous le nº 562 042 449 RCS – Idondient C.E FR70662042449 Biège social : 16, bid des taliens – 75009 PARIS – www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number 30026 97574 1011740600C

Reference 0258E - 2009478010 BANCA ESPERIA SA

VIA DANTE 16 20121 MILANO IT ITALY

October 14th, 2009

LEHMAN BROTHERS TP05-160215 «XS0211093041»

Sirs.

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0211093041

Security name: LEHMAN BROTHERS TP05-160215

Type of event: CONSENT Instruction's date: 13/10/2009 Instruction quantity: 300 000

Blocking reference: CA75797

For more information, please feel free to contact your dedicated account manager.

Best regards.



MCDD CUSTODY

NR. 789 P. 4



BNP PARIBAS 8A au capital de 1 772 303 528 euros Immaurculés sous le n° 862 042 449 ACS – Identifoni C.E FR76882042449 Biège social : 18, bid des hellens – 75008 PARIS – Www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number 30026 97574 1011740600C

BANCA ESPERIA SA

VIA DANTE 16 20121 MILANO IT ITALY

Reference 0258E - 2009478010

October 20th, 2009

LEHMAN BROTHERS TP05-160215 «XS0211093041»

Sirs.

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0211093041

Security name: LEHMAN BROTHERS TP05-160215

Type of event: CONSENT Instruction's date: 19/10/2009 Instruction quantity: 30 000 Blocking reference: CA18304

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services

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NR. 789

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BNP PARIBAS SA au capital de 1 772 303 626 euros Immetriculée écus le n° 662 042 449 RCS – Identifant C.E FR76662042449 Siège social : 18, bid des ibiliens – 75009 PARIS – www.bnpparibas.com

CORPORATE ACTION - ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

BANCA ESPERIA SA VIA DANTE 16 20121 MILANO ITALY

Account number
PARB ITMM 30026 97574
1011740600C BANCA ESPERIA SPA

Reference 0258E - 2009478115

October 14th, 2009

LEHM.BROTH.TR.7 PCT 16 « X\$0208459023»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0208459023

Security Name: LEHM.BROTH.TR.7 PCT 16

Type of event: CONSENT Instruction's date: 14-10-2009 Quantity: 2 145 000 FAMT Blocking reference: CA74731

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securitles Services

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MCDD CUSTODY

NR. 789

P. 11



BNP PARIBAS SA su capital de 1 772 303 528 euros Immatricules sous la nº 882 042 449 RCS - Identifant C.E FR78862042449 Siège social : 18, bid des talians - 75009 PARIS - www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number 30026 00100 1011740600C

BANCA ESPERIA SA VIA DANTE 16 20121 MILANO ITALIE

reference 0258E - 2009477552

October 16TH, 2009

LEHMAN BROS TSY TR07-17 « XS0283497005»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

Isin: XS0283497005

Security name: LEHMAN BROS TSY TR07-17

Type of event: CONSENT Instruction quantity 14000 Instruction's date: 13/10/09 Blocking references: CA05026

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Secur	ities_Services
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MCDD CUSTODY

NR. 789

P. 16



BNP PARIBAS SA au capital de 1 772 303 528 euros Immalriculdo sous le nº 862 042 449 RGS — Identifam C.E fR75862042449 Siègo social : 18, bid ces liatens — 75009 PARIS — www.bnpparibas.com

CORPORATE ACTION - BLOCKING ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax: 01 42 98 78 06

Account number 30026 97574 1011740600C

Reference 0258E - 2009478144 BANCA ESPERIA SA

VIA DANTE 16 20121 MILANO IT ITALY

October 14th, 2009

LEHMAN BROS TP04-14/01/14 FOI «XS0181945972»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0181945972

Security name: LEHMAN BROS TP04-14/01/14 FOI

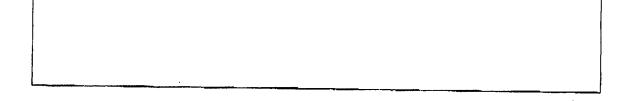
Type of event: CONSENT Instruction's date: 13/10/2009 Instruction quantity: 855 000

Blocking reference: CA75420

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services





Written Consent June 9, 2005

H

06/08/2005

16:41

LEHMAN → 916467582653

NO.504

D01

UNANIMOUS WRITTEN CONSENT OF THE

EXECUTIVE COMMITTEE OF THE

BOARD OF DIRECTORS OF

LEHMAN BROTHERS HOLDINGS INC.

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT.

#

08-13555-mg Doc 52597-1 Filed 04/27/16 Entered 04/27/16 16:10:08 Attachment Pg 278 of 283

05-09-05 11:31 JDM INVESTMENTS

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P.02

HO. 290 P04 NO. 504 P82

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedulc A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date bereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto:

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegae thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

Richard C Pold Iv

John D. Macomber

06/08/2005

16:41

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NO.504

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Schedule A to LBHI Unanimous Written Consent dated June 9, 2005

	Name of Subsidiary	issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No





United States Bankruptcy Court/Southern District of New York

Epiq Bankruptcy Solutions, LLC Attn: Lehman Brothers Holdings Claims Processing 757 Third Avenue, 3rd Floor New York, NY 10017

Banca Esperia S.p.A. Via Filodrammatici 5 20121 – Milano Italy

Attention: Mr Luca Pellegrino

Tel. +39 02 88219393 Fax + 39 02 88219300 E-mail luca.pellegrino@gruppoesperia.com

Ocotber 30, 2009

BANCA ESPERIA S.P.A. - PROOF OF CLAIM AGAINST LEHMAN BROTHERS HOLDINGS INC.

To: United States Bankruptcy Court/Southern District of New York

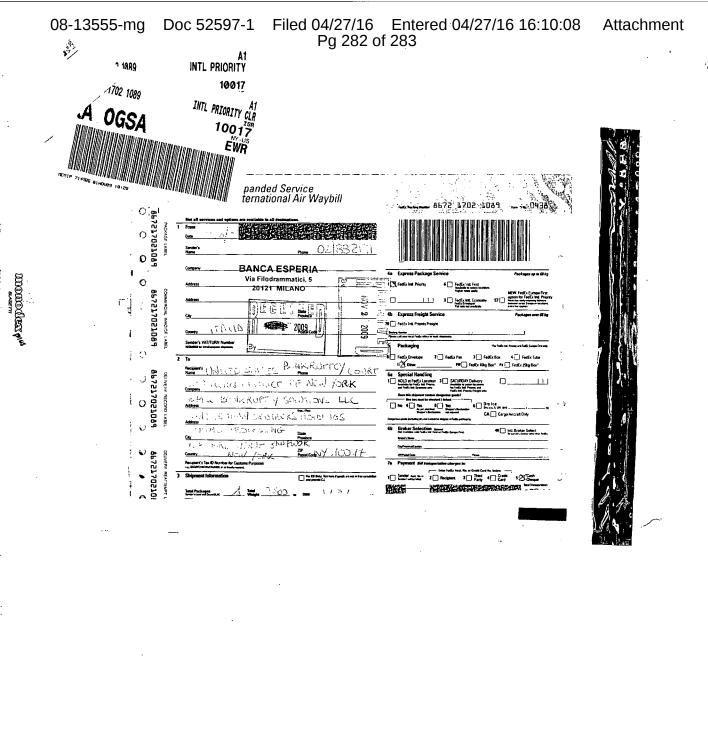
Enclosed please find No. 2 original copies of the proofs of claim hereby filed by Banca Esperia S.p.A. against Lehman Brothers Holdings Inc., together with photocopies of the original proofs of claims Please retain and time-stamp the original proofs of claim and please time-stamp and return the photocopies (time-stamped as "RECEIVED") by using the enclosed prepaid envelop.

Kind regards,

Banca Esperia S.p.A.

Luca Pellegrino — Legal Department

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